

«FIBO Group, Ltd», an International Business Corporation,
incorporated in British Virgin Islands on the 26th day of June, 2003,
as IBC Number 549363.
The Registered Office address of the Company is at the offices
of Commonwealth Trust Limited,
Drake Chambers, Tortola, British Virgin Islands.

Procedure for provision of the «Managed account (PAMM)» service

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1. Terms and definitions

1.1. Terms used in the text of this Procedure have the following meanings.

1.2. **Company** – any company of the International Financial Holding FIBO Group which provides a «Managed account (PAMM)» service.

1.3. **Company's Client** — natural person or legal entity, which has concluded a Customer Agreement with the Company and has opened and activated a trading or investor account with the Company in their name.

1.4. **Managed account (PAMM)** – a trading account which allows the Manager using his/her own capital and the Investors' aggregate capital to Manage in order to derive profit.

1.5. **Investor's account** — a non-trading account intended solely for withdrawal and deposit of funds to a Managed account. Each participant of a Managed account has such an account. One investor's account may be used to withdraw and deposit funds to an unlimited number of Managed accounts.

1.6. **Manager** — Managed account participant, a Client of the Company who passed the registration procedure as a Manager of a Managed account.

1.7. **Investor** — Managed account participant, a Client of the Company who passed the registration procedure as an Investor of a Managed account.

1.8. **PAMM agent** – a Client of the Company who passed the registration procedure as a PAMM agent.

1.9. **Management** — Manager's speculative trading transactions on the global financial markets using Managed account funds for the benefit of the Investors and for a fee in the form of a share in the profit derived.

1.10. **Manager's Offer (Offer)** — the specific Manager's offer for potential Investors to invest in the Manager's Managed account on specific terms, and for the potential PAMM agents – to attract investments to the Manager's Managed account for a fee.

1.11. **Balance transaction** — withdrawing or depositing funds to a Managed account.

1.12. **Managed account balance** — sum of the Manager's Capital, Investors' Capitals and overall result (profit or loss) of all closed trading positions on a Managed account.

1.13. **Equity of Managed account** – actual total amount of funds of a Managed account, calculated as the amount of Balance and current (floating) profit (or loss) on open trading positions.

1.14. **Margin** — funds reserved as margin collateral for open trading positions.

1.15. **Free margin** - funds not reserved as margin collateral for open trading positions, calculated as the difference between Equity and Margin.

1.16. **Manager's Capital** – Manager's own funds deposited to a Managed account.

1.17. **Manager's Funds** – actual amount of the Manager's own funds on a Managed account, calculated as the Manager's share in the amount of the Managed account funds. 1.18. **Investor's Capital** — Investor's own funds deposited to a Managed account.

1.18. **Investor's Funds** – actual amount of the Investor's own funds on a Managed account, calculated as the Investor's share in the amount of Funds of a Managed account.

1.19. **Investment period** – a period of time multiple of one week during which the Manager exercises Management of a Managed account and upon the expiration of which settlements and distribution of Profit and Fee between the Manager, Investors and PAMM agents take place.

1.20. **Manager's Profit** – positive financial result of the Management of the Manager's Funds.

1.21. **Investor's Income** – positive financial result of the Management of the Investor's Capital. It is subject to be distributed between the Manager and Investor upon the expiration of the Investment period.

1.22. **Investor's Profit** — Investor's Income minus the Manager's Fee, minus penalty (if a penalty is prescribed in the Managed account offer).

1.24. **Manager's Fee** – parameter of the Offer that determines the percentage of the Investor's Profit to be paid to the Manager.

1.25. **PAMM Agent's Fee** – parameter of the Offer determining the share of the Manager's Fee payable to the PAMM agent.

1.26. **Rating of Managed accounts** – list of active Managed accounts on the Company's site with the option to be rated by the main parameters (currency of account, Manager's Capital, total and daily profitability, Offer, etc.).

1.27. **Liquidation of a Managed account** – a current Managed account closure procedure initiated by the Manager or the Company.

1.28. **The Time of the Company (FIBO Time, EET)** – the time at which the Company's trading platform and its mobile versions operate. It meets Eastern European Time (EET)

1.29. **Trading Day** — any weekday when the Management of a Managed account is possible. Regarding to a Managed account service, trading days begin and end as follows (EET):

Monday: 00:35 on Monday till 00:35 on Tuesday

Tuesday: 00:35 on Tuesday till 00:35 on Wednesday

Wednesday: 00:35 on Wednesday till 00:35 on Thursday

Thursday: 00:35 on Thursday till 00:35 on Friday

Friday: 00:35 till 23:59:59 on Friday

1.30. **Rollover Time** — time for statistical data collection, calculations and Balance operations. Corresponds to 00:35 EET of the following days of the week: Tuesday, Wednesday, Thursday, Friday, 05:30 EET Saturday and 23:45 EET Sunday.

2. Basic provisions

2.1. This Procedure determines the terms for the Company's provision of a «Managed account (PAMM)» service (a trading account which allows the Manager using his/her own capital and

the Investors' aggregate capital to Manage in order to derive profit).

2.2. The «Managed account (PAMM)» service enables a Manager (Managed account participant, a Client of the Company who passed the registration procedure as a Manager of a Managed account) to manage his own capital and aggregated Investors' capital from one trading account. The operating principle of a PAMM account consists in automatic distribution of profit and loss among the Manager and Investors, proportionally to the share of their Funds in the total amount of Funds of the Managed account.

2.3. The Manager acts as an Investor's agent in relation to the Investor's Capital and does not exercise fiduciary management within the scope of the «Managed account (PAMM)» service.

2.4. The Managed account is managed solely by the Manager.

2.5. The right to deposit or withdraw the Investor's Capital belongs solely to Investor.

2.6. All settlements and remittances on the Managed account related to the Fee and Profit of the Managed account participants are exercised solely by the Company.

2.7. A Company's Client may become a Manager, an Investor and a PAMM agent in respect to an unlimited number of Managed accounts.

2.8. Relations of the Client and the Company arising while using the «Managed account (PAMM)» service are regulated by this Procedure, Client agreement with the Company, including all amendments and supplements thereto, as well as by other rules, specifications and regulations as may be stipulated by the Company.

3. Manager's Offer

3.1. The Offer (the specific Manager's offer for potential Investors to invest in the Manager's Managed account on specific terms, and for the potential PAMM agents – to attract investments to the Manager's Managed account for a fee) represents a specific Manager's offer for existing and potential Clients of the Company to invest their own funds or attract investments of other people to the Manager's Managed account on specific terms.

3.2. Each Managed account corresponds to only one Offer which is valid during the entire period of the Managed account existence and may not be modified.

3.3. The Offer consists of the following parameters:

- a) minimum amount of investment;
- b) Manager's Fee calculated as a share of Investor's Income;
- c) amount of penalties for early (unplanned) withdrawal of funds by the Investor;
- d) duration of Investment period;
- e) PAMM agent's Fee calculated as a share of the Manager's Fee.

3.4. The Investor's acceptance of the Offer does not lead to creation of contractual relations between the Investor and the Manager and consequently, does not lead to entering into an agreement.

4. Investment Period

- 4.1. The duration of the Investment period (a period of time multiple of one week during which the Manager exercises Management of a Managed account and upon the expiration of which settlements and distribution of Profit and Fee between the Manager, Investors and PAMM agents take place) is unlimited but should be a multiple of 1 (one) calendar week.
- 4.2. The Investment period for all Managed account participants starts at 00:00:00 EET on Sunday.
- 4.3. The Investment period for all Managed account participants ends at 23:59:59 EET on the last Friday of the Managed account Investment period.
- 4.4. If the first remittance of the Manager's funds to a Managed account takes place within a week, the first Investment period shortens for the past days of the week. The next Investment period starts according to the provisions of paragraph 4.2 of this Procedure.
- 4.5. If the first remittance of Investor's funds to a Managed account takes place during the Investment period, the duration of the Investment period for such Investment will be equal to the number of days remaining till the end of the current Investment period of the PAMM account. The next Investment period starts according to the provision of paragraph 4.2 of this Procedure.
- 4.6. In case of early (unplanned) withdrawal of the Investor's Capital, the duration of the last Investment period for such Investor will be equal to the number of days elapsed since the beginning of the last Investment period.
- 4.7. In case of Liquidation of the Managed account during the Investment period, the duration of the last Investment period for all Managed account participants will be equal to the number of days elapsed since the beginning of the last Investment period.
- 4.8. The ending of one Investment period means the automatic beginning of the next Investment period.
- 4.9. The Manager has a right to hold open trading positions during change of Investment periods.

5. Manager's Capital

- 5.1. The Manager's Capital means the Manager's funds deposited to a Managed account (a trading account which allows the Manager using his/her own capital and the Investors' aggregate capital to Manage in order to derive profit) as a manifestation of guaranteed serving of the Investors' interests. Any remittance of funds made by the Manager from trading or Investor's account to his/her Managed account automatically increases the Manager's Capital by the amount of such remittance.
- 5.2. The Manager's Capital cannot be less than the minimum amount of investments specified in the Offer.
- 5.3. The funds which constitute the Manager's Capital may not be withdrawn during the entire time the Managed account exists.
- 5.4. The amount of the Manager's Capital may be changed by the Manager increasingly only.

5.5. The Manager may increase the amount of the Manager's Funds on a Managed account, both remitting the funds from his/her trading or Investor's account and by automatic reinvestment of the profits and fees received by the results of the last Investment period.

5.6. The Manager's Profit can be withdrawn by the Manager upon the expiry of the Investment period provided that the Manager filed an application for funds withdrawal according to section 8 of this Procedure. Otherwise, the Manager's Funds will be increased by the amount of the Manager's Profit as a result of the automatic reinvestment of the profit.

5.7. The Manager's Capital may only be withdrawn to the Investor's account and only in case of Liquidation of a Managed account.

6. Investor's Capital

6.1. The Investor's Capital (Managed account participant, a Client of the Company who passed the registration procedure as an Investor of a Managed account) means the funds deposited by an Investor into a Managed account or automatically reinvested upon the expiry of an Investment period.

6.2. The amount of the Investor's Capital cannot be less than the minimum amount of the investment specified in the Managed account Offer.

6.3. The number of Investors for each Managed account is unlimited.

6.4. The Investor may deposit funds into a Managed account both by remitting the funds from his/her Investor's account and by automatic reinvestment of the profit obtained from the results of the Investment period.

6.5. The Investor's Profit may be withdrawn to the Investor's account upon the expiry of the Investment period provided that the Investor filed an application for funds withdrawal according to section 8 of this Procedure. Otherwise, the Investor's Capital will be increased by the amount of the Investor's Profit as a result of automatic reinvestment.

7. Depositing funds into a Managed account

7.1. Depositing funds to a Managed account (a trading account which allows the Manager using his/her own capital and the Investors' aggregate capital to Manage in order to derive profit) is exercised in the Client Cabinet by an internal transfer from the trading or Investor's account of the Client. The funds are transferred by the Company based on the Client's request.

7.2. Transfers to a Managed account made using any other method (wire transfer, credit card, electronic payment system) are not acceptable.

7.3. If the currency of the trading account differs from the currency of a Managed account, the conversion of the funds into the Managed account currency will be made according to the Company's internal rate of exchange.

7.4. Requests for funds to be deposited to a Managed account can be filed 24/7. The requests are fulfilled at Rollover time (00:35 EET for Monday, Tuesday, Wednesday, Thursday, Friday;

05:35 EET for Saturday). When a Managed account is created the request for funds to be deposited is created and executed automatically once the Company manager confirms the Offer.

8. Withdrawing funds from a Managed account

8.1. Withdrawing funds from an account is exercised in the Client's Cabinet by an internal transfer to the Investor's account of the Client. No other options for withdrawal are available.

8.2. When preparing a request for withdrawing funds the Client can choose one of two types of request:

- a) unplanned (early) withdrawal;
- b) planned withdrawal (at the end of the Investment period)

8.3. The procedure of applying and fulfillment of requests for planned and unplanned funds withdrawal is similar to the procedure for applying and fulfillment of the requests for funds depositing specified in section 7 of this Procedure.

8.4. The Company reserves the right at any time to block the funds owed to the Manager as the penalties for unplanned (early) withdrawal of funds by the Investor for a period not exceeding 60 calendar days. (This procedure is applied if the Company presumes the activity of the Investor to be suspicious).

8.5. In case of Liquidation of a Managed account, invested funds with profit or loss are transferred automatically to the Investor's accounts of relevant Managed account participants at the account closure. No penalties will be applied to the Investor in such a case.

8.6. The requests of Managed account participants for planned withdrawals of profits or the entire balance are accepted not earlier than one week before the end of the Investment period and not later than 05:30 EET on the last Saturday of the current Investment period. The requests are fulfilled at the Rollover time of the nearest Saturday. Otherwise, the funds of the PAMM account participant will be automatically reinvested to the Managed account for the next Investment period.

8.7. Requests for unplanned withdrawal of all the funds from a Managed account are accepted 24/7. A request will be fulfilled at the nearest Rollover time.

8.8. Each participant of a Managed account can cancel a request for funds withdrawal at any time until it is fulfilled.

8.9. If the currency of the trading account differs from the currency of the Managed account, the conversion of funds into the Managed account currency will be made according to the Company's internal rate of exchange.

8.10. A request for funds withdrawal from a Managed account may be rejected by the Company

in the following cases:

- a) if the amount of the funds on the Client's Managed account are not sufficient to make such remittance;
- b) if the Company requires some additional information to be provided by the Client.

9. Calculation of shares of Managed account participants

9.1. In order to calculate the shares of Managed account (a trading account which allows the Manager using his/her own capital and the Investors' aggregate capital to Manage in order to derive profit) participants, the total amount of Funds on a Managed account at the moment of calculation is taken as 100%.

9.2. The share of each participant of a Managed account is expressed in percent and calculated as a proportion of the funds of such participant to the total amount of Funds of a specific PAMM account as of the moment of calculation:

$$S = e/E * 100\%, \text{ where}$$

S – share of Managed account participant;

e – funds of Managed account participant;

E – Equity of Managed account.

9.3. Any Balance operation on a Managed account entails an automatic recalculation of shares of all participants of the Managed account.

10. Calculation of profitability of Managed account participants

10.1. The calculation of Managed account profitability is performed automatically in real-time mode.

10.2. Two types of profitability are taken into the account for the rating of Managed accounts:

a) total profitability;

b) daily profitability.

10.3. Total profitability shows the total profit or loss of the Managed account during its entire existence, it is measured in percentage and calculated by the formula:

$$Y = (A1/A * B1/B * \dots * Z1/Z - 1) * 100\%, \text{ where}$$

Y – Total Profitability;

A...A1, B...B1 - Periods between Balance transactions;

A - Initial Balance;

A1 - Equity right before the first following Balance transaction;

B - Equity right after the Balance transaction;

B1 — Equity right before the next following Balance transaction;

Z — Equity right after the last Balance transaction;

Z1 — Equity at the moment of calculation.

10.4. Daily profitability shows the total profit or loss of the Managed account for the certain Trading day, it is expressed in percentage and calculated by the formula:

$$Yd = ((Y2+1)/(Y1+1)-1) * 100 \%, \text{ where:}$$

Yd — daily profitability;

Y2 – total profitability (decimal fraction) at the end of a Trading day (for a current Trading day – at the moment of calculation);

Y1 – total profitability (decimal fraction) at the beginning of a Trading day.

11. Calculation and transferring of the Profit and Fee

11.1. The calculation of profit is performed automatically in real-time mode.

11.2. There are two types of profit:

- a) total profit of Managed account;
- b) profit of Managed account participant.

11.3. Total profit of a Managed account shows the absolute value of profit or loss of the PAMM account in monetary terms during its entire existence and calculated from the moment of registration by the formula:

$$Pt=(A1-A) + (B1-B) + \dots + (Z1-Z), \text{ where}$$

Pt – total profit of Managed account;

A...A1, B...B1 - Periods between Balance transactions;

A - Initial Balance;

A1 - Equity right before the first following Balance transaction;

B - Equity right after the Balance transaction;

B1 — Equity right before the next following Balance transaction;

Z — Equity right after the last Balance transaction;

Z1 — Equity at the moment of calculation.

11.4 Profit of Managed account participant is calculated proportionally to his/her share in the Managed account by the formula:

$$Pp = ((A1-A) * Sa + (B1-B) * Sb + \dots + (Z1-Z) * Sz) / 100\%, \text{ where}$$

Pp – profit of Managed account participant;

A...A1, B...B1 - Periods between Balance transactions;

Sa, Sb, Sz – participant's share between Balance transactions;

A - Initial Balance;

A1 - Equity right before the first following Balance transaction;

B - Equity right after the Balance transaction; B1 — Equity right before the next following Balance transaction;

Z — Equity right after the last Balance transaction;

Z1 — Equity at the moment of calculation.

11.5. Profits are paid in the following cases:

- a) At the end of the Investment period;
- b) In case of Liquidation of the Managed account;
- c) In case of unplanned (early) funds withdrawal by the Investor.

11.6. The Investor's Profit (Investor's Income minus the Manager's Fee, minus penalty (if a penalty is prescribed in the Managed account offer) is transferred to the Investor's account of the Investor minus the Manager's fee and the penalty for early withdrawal in case of unplanned withdrawal of funds if specified in the Offer, in accordance with section 8 of this Procedure.

11.7. The amount of penalties for unplanned (early) withdrawal of funds by the Investor can be temporarily disabled by the Company in accordance with the procedure stipulated in clause 8.4 of the Procedure.

11.8. The PAMM agent's fee to the Investor's account of the PAMM agent is transferred automatically, in accordance with section 8 of this Procedure.

11.9. To reinvest the amount of the Manager's Fee, the Manager should apply a request for funds depositing in accordance with section 7 of this Procedure.

11.10 The calculation of the Manager's fee is performed in case of positive difference between the amount of the Investor's funds at the moment of calculation and the amount of the Investor's funds at the moment registered after the previous payment of the Manager's fee if the Investor hasn't withdrawn all of his funds from the Managed account (PAMM) during this period of time.

12. «PAMM agent» program

12.1. For attraction of Investors to a Managed account, the Manager pays a Fee to the PAMM agent (a Client of the Company who passed the registration procedure as a PAMM agent.) of the amount specified by the Offer.

12.2. In order to register as a PAMM agent it is sufficient to have a USD Investor's account (non-trading account intended solely for withdrawal and deposit of funds to a Managed account. Each participant of a Managed account has such an account. One investor's account may be used to withdraw and deposit funds to an unlimited number of Managed accounts). The account is created automatically in the course of Client's registration as a PAMM agent.

12.3. Terms of assigning an Investor to a PAMM agent:

12.3.1. Attaching an Investor after a PAMM agent is executed in case where the Investor hasn't invested funds in any Managed account of the Company, has followed a referral link of the PAMM agent and for the first time has invested funds to a selected Managed account.

12.3.2. The Investor is deemed invited by the PAMM agent whose referral link he/she followed and invested funds to a Managed account for the first time, even if subsequently such Investor invests funds to other Managed accounts.

12.3.3. The Investor may not pass from one PAMM agent's group to another PAMM agent's group.

12.4. The terms for calculation and payment of the PAMM agent's fee:

12.4.1. The Fee of the PAMM agent for attraction of an Investor is paid only in case if such Investor has been assigned to such PAMM agent.

12.4.2. The PAMM agent's fee may be calculated only if the Manager's fee is available.

12.4.3. The PAMM agent's fee is transferred to the PAMM agent's Investor's account simultaneously with the transfer of the Manager's fee to the Manager's Investor's account in accordance with section 8 of this Procedure.

12.4.4. All settlements between the Manager and the PAMM agent are made in US dollars. If the currency of the Managed account is not USD, the PAMM agent's fee will be converted to US dollars according to the Company's internal rate of exchange.

12.5. Statistics of a PAMM agent.

12.5.1. Statistics of a PAMM agent contains the following information: list of all Investors assigned to the PAMM agent; list of all Managed accounts which the Investors who followed the referral link of the PAMM agent invested their funds in; information related to balance transactions on the Investor's account of the PAMM agent.

12.5.2. Statistics of the PAMM agent is available in the section «PAMM agent» of the Client Cabinet.

13. Liquidation of a Managed account

13.1. Liquidation of a Managed account means the full termination of a Managed account service (a trading account which allows the Manager using his/her own capital and the Investors' aggregate capital to Manage in order to derive profit).

13.2. Liquidation of a Managed account can be initiated by two parties:

- a) Manager of the Managed account;
- b) Company.

13.3. In order to liquidate a Managed account a Manager should apply a request for complete withdrawal of his/her funds (Manager's Funds and Manager's Profit). At the moment of requesting there must be no open positions or pending orders on the Managed account, otherwise the complete withdrawal of funds and Liquidation of a Managed account will not be possible.

13.4. After receiving the request the Company will:

- a) block the possibility for the Manager to perform trading transactions;
- b) block the possibility for Investors to deposit funds to the Managed account;
- c) inform all Managed account participants and PAMM agents about Liquidation of the PAMM account;
- d) perform the calculation and transfer of Funds, Profit and Fees to the Investor's accounts of all Managed account participants and PAMM agents.

13.5. The Company has a right to liquidate a Managed account at any time without explaining the reasons for such liquidation and in the following cases:

- a) the value of total profitability of a Managed account is below -95% (minus 95 percent) for two Rollover times in a row;
- b) no activity on a Managed account for over 90 calendar days.

13.6. In order to perform the Liquidation of a Managed account the Company will:

- a) close all open trading positions at the current market price (or at the last price for CFD);
- b) cancel all pending orders;
- c) block the possibility for the Manager to perform trading transactions;
- d) block the possibility for Investors to deposit funds to the Managed account;
- e) inform all Managed account participants and PAMM agents about Liquidation of the PAMM account;
- f) perform the calculation and transfer of Funds, Profit and Fees to the Investor's accounts of all Managed account participants and PAMM agents.

13.7. The calculations and transferring of Funds to the Managed account participants and PAMM agents in case of Liquidation of the Managed account are performed in accordance with section 8 and 11 of this Procedure.

14. Representations and warranties of the Company and Managed account participants

14.1. The Manager (Managed account participant, a Client of the Company who passed the registration procedure as a Manager of a Managed account), Investor (Managed account participant, a Client of the Company who passed the registration procedure as an Investor of a Managed account) and PAMM agent represent and warranty that:

- a) during registration as the Company's Client they specified their true information

and met the requirements specified below;

- b) registration as a Manager, Investor or PAMM agent, as well as carrying out activities in the capacity of a Manager, Investor or PAMM agent do not violate the requirements of the law (including but not limited to: currency, taxation, civil (commercial), banking or any other legislation) of the country of residence of a Manager, Investor or PAMM agent;
- c) they completely reviewed the text of this Procedure, they understand its sense and meaning and they reviewed and understand the sense and meaning of all other regulatory documents of the Company.
- d) they understand and acknowledge the consequences of their actions related to the performance of this Procedure;
- e) they passed the registration as a Manager, Investor or PAMM agent according to the procedure and on terms specified on the Company's website.

14.2. In addition to the representations and warranties above the Manager represents and warranties that he/she:

- a) has a practical experience in effecting trading transactions on the international exchange market (FOREX) and on contracts for difference (CFD);
- b) completely understands the meaning of his/her activities performed in the capacity of the Manager and acknowledges the legal consequences (including but not limited to: creation of the relevant obligations towards the Investor);
- c) individually, at his/her own peril and risk bear full and direct responsibility to Investors for fulfillment of any obligations related to or arising from the trading operations;
- d) individually, using his/her own efforts and at his/her expense, will resolve all disputes and claims from third party related to his/her activities in the capacity of Manager.

14.3. In case of violation of any of the warranties listed above, the Manager using his/her own efforts and at his/her expense will resolve all disputes and settle all claims arisen from his/her activities in the capacity of Manager.

14.4. In his/her relations with third party the Manager undertakes:

- a) not to assume any obligations on behalf of the Company and not to put the Company under any obligations;
- b) not to use the company name and/or trademark of the Company;
- c) without prior written consent of the Company not to publish or assist in publications of any announcements concerning the Company;
- d) without prior written consent of the Company neither write, nor distribute, nor assist in writing and distribution of any materials concerning the Company (notes, articles, etc.) to any printed and electronic media (including but not limited to: blogs, Internet forums, etc.);
- e) not to give any guarantees and/or make any promises, any statements and/or representations on behalf of the Company regarding any payments effected,

particularly, using the company name and/or trademark of the Company;

f) not to make any other actions which may cause any damage to the Company or entail any claims against the Company laid by third party.

14.5. If in the result of the Manager's failure to fulfill any of the obligations listed in paragraph 13.4 any claims or actions are laid against the Company, the Manager undertakes to reimburse all the costs incurred by the Company in full measure.

14.6. The Company represents that:

a) The Company is not a party of the Management, it only provides a trading platform and information resources required for Management;

b) The Company is not an investment advisor and it does not give any recommendations regarding Management;

c) The Company does not give any instructions or consultations, particularly in analytical materials published by the experts of the Company on Company's website, which in no case should be qualified as Management recommendations, as well as pieces of advice, consultations or recommendations regarding any types of investments;

d) The Company will open a Managed account for a Manager within two working days after the Client completed the registration procedure as a Manager, according to the procedure specified in attachment No. 1 hereto and on Company's website: www.fibo.ru;

e) The Company exclusively controls the correctness of calculation and settlements between the Investor, Manager and PAMM agent based on the Manager's Offer.

14.7. The Company guarantees that all funds transferred by an Investor to a Managed account can be withdrawn only by such Investor. In respect to Investor's funds the Manager may only effect trading transactions. The Manager's right to manage the Investor's funds is created once the Investor accepted the Manager's Offer.

15. Risks

15.1. Any positive or negative consequences of Management have a direct effect solely on the Manager, Investor and PAMM agent and represent the result of the Manager's activities. Providing the «Managed account (PAMM)» service, the Company bears no responsibility either for the Manager's or Investor's actions.

15.2. The Manager exercises Management solely on his/her behalf and under his/her responsibility.

15.3. The Company at no stage makes assessment of competency of the Manager, his/her business and ethic merits and bears no responsibility to the Investor for any possible loss or lost profit caused by those.

15.4. The Company does not guarantee any profit either to the Manager, Investor or PAMM agent in the result of Management of the Managed account and warns that no positive record of trading strategy implementation ensures the repeat of trading success in the future.

15.5. The Investor and Manager acknowledge any and all financial losses in a form of direct loss or lost profit and the PAMM agent acknowledges the possibility of failure to receive/untimely receipt of the PAMM agent's fee due to the following risks:

- a) risk that the Manager lacks qualification and knowledge required for Management;
- b) risk of the Manager's intentional and/or unintentional failure to serve the Investors' interests or fraud in relation to the Investors' funds;
- c) risk of loss of control over the Managed account from the Manager's part and the risk of unauthorized third party access to Management of the Managed account;
- d) risk of Investor's misunderstanding, misconception or incorrect interpretation of Manager's Offer;
- e) risk of unforeseen delays during transfer of funds between the accounts, as well as risk of untimely fulfillment of requests for depositing and withdrawing of funds which occurred not through the Company's fault or caused by circumstances beyond the Company's control (circumstances of insuperable force);
- f) risk of Managed account Liquidation;
- g) risk of transition to a new Investment period due to untimely applying of request for planned withdrawal of funds caused by technical or other reasons beyond the Company's control.

15.6. In no event the Company bears responsibility for the risks listed above and their consequences for the participants of a Managed account.

16. Confidentiality

16.1. The Company does not disclose to the Manager any information about the Investor, except the number of the Investor's agreement.

16.2. The Company does not disclose to the Manager any information about the PAMM agent, except the number of the PAMM agent's agreement and the name of the PAMM agent.

16.3. The Company does not disclose to the PAMM agent any information about the Investor, except the number of the agreement and the full name of the Investor.

16.4. The Company does not disclose to the PAMM agent any information about the Manager, except the name and number of the Managed account, login on the Company's forum and the page «Managed account statistics» on the Company's website.

16.5. The Company does not disclose to the Investor any information about the Manager, except the name and number of the Managed account, login on the Company's forum and the page «Managed account statistics» on the Company's website.

16.6. The Company does not disclose to the Investor any information about the PAMM agent.

16.7. The Company does not disclose to any third party any information about the Managers, Investors and PAMM agents, except cases when such disclosure is binding upon the Company by virtue of applicable law.

17. Miscellaneous

17.1. Registration of a Client as a Manager, Investor or PAMM agent does not entail any changes in the basic status of the Client. In respect to the Manager, Investor and PAMM agent any and all provisions of the Client agreement apply as well as all regulatory documents of the Company which are applicable to the Clients. The application of such documents to the Manager, Investor and PAMM agent is carried out without any waivers, except those permitted

according to this Procedure.

17.2. If any provision of this Procedure for any reason becomes null and void, then such invalidity will not affect the validity and legal force of any other provision of this Procedure. In such case this Procedure will be applied in full, except the part which is deemed null and void.

17.3. In case of any conflicts between the provisions of this Procedure and the provisions of applicable Client agreement or any regulatory document of the Company, the provisions of this Procedure will prevail, recognizing its provisions as special in relation to the provisions of any other regulatory documents of the Company.

18. Term and amendments to the Procedure

18.1. This Procedure is a direct effect document and it comes into force for the Clients once it is accepted on the Company's website. Acceptance of the Procedure constitutes an integral part of the Client's registration procedure as a Manager, Investor or PAMM agent. A Client is not recognized as a Manager, Investor or PAMM agent until this Procedure is accepted and the registration procedure is completed.

18.2. The Company reserves the right to amend the provisions of this Procedure at any time with a prior 14 (fourteen) calendar days written notice to the Clients. Amendments come into force and become binding of the Clients from the date specified in such written notice.

18.3. For purposes of this Procedure, the Clients may be noticed in the following manner:

- a) Announcement in the «News» section of Company's websites;
- b) E-mail;
- c) SMS.

18.4. Along with the date on which the amendments come into force, such notice should contain a brief summary to explain the sense and meaning of amendments to all Clients.