



FMS MARKETS
FORGING NEW MARKETS



MANAGED ACCOUNTS AGREEMENT

WEBSITE



www.fmsmarkets.com

CLIENT AGREEMENT

1. Subject of the agreement

1.1. This Customer Agreement is entered into by FMS Markets (hereinafter referred to as the 'Company') and the Client who submitted a registration form at www.fmsmarkets.com (hereinafter referred to as the 'Client').

1.2. The Agreement sets forth the relationship between the Client and the Company including but not limited to: orders' execution, Client policies, payments and/or payouts, claims resolution, fraud prevention, communication, and other aspects.

1.3. Any possible arguments between the Client and the Company will be settled in compliance with the Agreement unless stated otherwise.

1.4. By entering into the Agreement the Client guarantees that he or she is a person of legal age. In case the Client is a legal entity, it guarantees the entity is capable and no other parties are eligible to perform any actions, claims, demands, requests, etc. in respect to the Client's trading account.

1.5. All the operations on and with the Client's trading account are performed in full compliance with this Agreement unless stated otherwise.

1.6. The Client has no right to bypass, fully or partially, his or her obligations under the Agreement on the basis that it is a distance contract.

2. Services

2.1. Subject to the Agreement, the Company will offer the following Services to the Client:

2.1.1. Receive and transmit trading orders or execute trading orders for the Client using the provided Trading Instruments.

2.2. Company's services MetaTrader 5 software packs, technical analysis means, and any third parties' services offered along with the Company's services.

2.3. Subject to the Agreement, the Company may enter into Transactions with the Client using the Trading Instruments specified on the Company's website at www.fmsmarkets.com

2.4. The Company shall carry out all Transactions with the Client on an execution-only basis. The Company is entitled to execute Transactions notwithstanding that a Transaction may not be suitable for the Client. The Company is under no obligation unless otherwise agreed, to monitor or advise the Client on the status of any Transaction, to make margin calls, or to close out any Client's Open Positions.

2.5. The Client shall not be entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction.

2.6. The Company shall not provide physical delivery of the Underlying Asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading Account is credited or debited from the Trading Account once the Transaction is closed.

2.7. The Company shall not provide personal recommendations or advice on any specific Transactions.

2.8. The Company may from time to time and at its discretion provide information and recommendations in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise. Where it does so:

2.8.1. This information is provided solely to enable the Client to make his own investment decisions and can't be considered an investment advice

2.8.2. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he or she will not pass it on to any such person or category of persons

2.8.3. The Company gives no representation, warranty, or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction

2.8.4. It is provided solely to assist the Client in making his or her own investment decisions and can't be considered investment advice or unsolicited financial promotions to the Client.

2.9. In providing the Client with reception and transmission and/or execution services the Company is not required to assess the suitability of the financial instrument in which the Client wishes to transact, nor the service(s) provided or offered to him.

2.10. The Company reserves the right, at its discretion, to refuse to provide the Services to the Client at any time, and the Client agrees that the Company shall have no obligation to inform the Client of the reasons.

2.11. The Company reserves the right to reject the Client by returning him or her his or her initial deposit (that is, the total amount deposited by the Client) at any time in case the Company deems it appropriate and necessary (including but not limited to as a result of Client's malicious, illegal, inappropriate, fraudulent, or any other unacceptable actions).

2.12. Market commentary, news, or other information is subject to change and may be modified at any time without notice. The information can under no circumstances be considered direct or indirect trading advice.

2.13. Any trading decision made by the Client is his or her sole responsibility. The company is not liable for the consequences of such decisions.

2.14. By accepting this Agreement, the Client confirms that he or she has read the communication rules and agrees that he or she is only able to perform orders by means of the Client Terminal.

2.15. The Client agrees that the Company can modify, add, rename, or cancel any services offered in this Agreement partially or completely without prior notification. The Client also confirms that the Agreement is applied to the services which may be modified, added, or renamed in the future in addition to the services provided by the Company at present.

2.16. The Company shall not (unless set forth in this Agreement) attempt to execute any Client's order at the quotes different from the quotes offered by the Trading Platform.

2.17. The Company can under no circumstances be considered a tax agent. The Parties comply with their tax and/or any other obligations independently and on their own.

2.18. The Company does not allow anyone to trade as an agent or in any other capacity on behalf of other Clients or any other persons, except for specific campaigns and programs arranged by the Company. Except for the campaigns and/or programs specified in this clause, the following shall apply:

2.18.1. The Client undertakes to trade on his or her behalf personally, not to allow any other Client or any other person to trade on his/her behalf, and not to trade on behalf of any other Client or any other person

2.18.2. The Client undertakes that if he or she trades on behalf of any other client or any other person, the Client shall hold the Company harmless and be liable to such other Client or such other person for any losses and/or damage such other Client or such other person may have.

2.18.3. The Client hereby undertakes that if any other Client or any other person trades on behalf of the Client and the Client has any loss or damage due to such trades, the Client shall not have any claims against the Company and may claim such loss and/or damage only from the other Client or any other person who has been trading on his or her behalf.

2.19. Creating several Personal Areas by using multiple email addresses is prohibited. If the Company reasonably suspects the Client to operate more than three(3) Personal Area, the Company reserves the right to close all Personal Areas except three(3) at its sole discretion.

2.19.1. The Company reserves the right to close the Client's opened orders by the market quotes in case of creating several Personal Areas.

3. Order processing

3.1. When the Client's order to open the position comes to the server, an automatic check of the trading account for free margin for the open order is carried out. If the required margin is present, the order is opened. If the margin is not sufficient, the order is not opened. Due to Market execution, an opening price may differ from the requested one. The note about the open order appearing on the log file of the server confirms that the Client's request has been processed and the order has been opened. Each open order on the Trading Platform receives a ticker.

4. Trading conditions

4.1. Full trading conditions including but not limited to current spreads, currency pairs, lot sizes, transaction sizes, commissions, volume and/or deposit limitations, and account types are located at www.fmsmarkets.com. The Company reserves the right to modify, add, or cancel any or all of the trading conditions. Such modifications are subject to prior notification.

4.2. Any kind of abusing and/or taking unfair (direct or indirect) advantage of the Company's trading conditions may be a subject of investigation. Should facts of such abuses arise, the profit and/or loss gained with this advantage may be cancelled by the Company's sole decision. The Client fully acknowledges this.

Orders' rules

5.1. Opening, modifying, or deleting orders is allowed only during active trading hours set forth in the Contract Specification; it is not allowed beyond trading hours.

5.2. In the exceptional case of irregular market conditions, trading with a specific tool may be prohibited (fully or partially, temporarily or permanently) until the conditions remain irregular or until further notice.

5.3. All the pending orders are executed by GTC Model ('Good Till Cancelled') and have no period of validity, that is, they remain active until cancelled by the Client. The Client, however, has the right to set the order expiration date by him- or herself.

5.4. In case one or several order parameters are invalid or missing, the order may be declined by the Trading Platform.

5.5. The Company will specify the current market price at its sole discretion.

5.6. Orders of all types shall not be placed closer than a stated number of points from the current price. The minimum distance in points from the current price may be changed with prior notice.

5.6.1. Pending orders of all types, including Take Profit and Stop Loss, should not be placed closer than Stop Level—a stated number of points away from the current price for each symbol. Stop Level values may be changed with prior notice. The Client can see the current Stop Level value in the symbol's specification in the MetaTrader trading terminal.

5.7. A note in the server log file about the order opening means the Client has opened an order and agrees with it. Each order gets a unique identification number (a ticker).

5.8. In case an order opening is requested before the first quote appears in the Trading Platform, it will be rejected by the Trading Platform. In this case, the message 'No price/Trading is forbidden' will appear in the Client Terminal.

5.9. A note in the server log file about the order closure or modification means the Client has modified or closed an order and agrees with it.

5.9.1. In case an order closure or modification is requested before the first quote appears in the Trading Platform, it will be rejected by the Trading Platform.

5.9.2 The Company offers an option for the Client to partially close their open positions on MetaTrader 5 platforms. This option is realised differently on MetaTrader 5 platforms.

5.9.3. The Company has an option for the Client to perform the Close By operation on their open positions on the MetaTrader 5 platforms.

5.9.4. The Company has an option for the Client to perform the Multiple Close By operation on their positions on the MetaTrader 5 platforms.

6. Deposit and withdrawal

6.1. The Client may deposit funds into the Trading Account at any time. All payments to the Company shall be made in accordance with the Payment Instructions set forth on the Company's Website. Under no circumstances will third party or anonymous payments be accepted.

6.2. If the Client requests to withdraw funds from the Trading Account, the Company shall pay the specified amount within seven (7) Business Days.

6.3. As per Company's AML Policy, to prevent the Client from money laundering or terrorist financing, the Company establishes that the Client shall use the same methods to withdraw funds as he or she did to deposit funds.

6.4. In exceptional cases (such as Force Majeure circumstances, termination of payment system operation, etc.), the Company is entitled to decline the Client's funds withdrawal in any payment system. Such cases shall be considered on a case by case basis.

6.5. To provide financial security for the Client, in some cases the Company reserves a right to withdraw Client's funds only to his or her bank account.

6.6. For security and/or compliance reasons, the Company reserves the right to demand the Client's complete identification data.

The Company also reserves the right to refuse to provide the Services to the Client who fails to pass the control check by phone and fails to answer basic questions concerning the Client's Personal Area:

6.7 Following the request of the Company, the Client shall send to the Company advanced selfies and/or regular selfies with the requested identification documents, such as passport, other types of ID, address proof, bank reference letter, and/or any other relevant documents not listed here

6.8. Should such request be made by the Company, the Client shall have 14 (fourteen) calendar days to collect and send advanced selfies and/or regular selfies with the requested documents to the Company

6.9 If the Client does not send advanced selfies and/or regular selfies with the requested documents within the mentioned 14-day period, the Client's account shall be irreversibly blocked, and the Client's personal funds, excluding profits, shall be refunded

7. Force majeure

7.1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will in due course take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:

7.1.1. Any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, an act of terrorism, war, an act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lockouts) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments

7.1.2. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

7.2. In case the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement), the Company may without prior Written Notice and at any time take any of the following steps:

7.2.1. Increase margin requirements

7.2.2. Close down any or all Open Positions at the prices which the Company shall in good faith consider to be appropriate

7.2.3. Suspend, freeze, or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them, or

7.2.4. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances regarding the position of the Company, the Client, and other Clients.

8. Miscellaneous

8.1. The Company reserves the right to suspend the Client's Trading Account at any time for any valid reason with or without Written Notice to the Client.

8.2. If the Balance of the Client's Trading Account equals zero, the Company reserves the right to delete such Trading Account within 60 (sixty) days after the last trading or monetary operation had been performed in this account with or without Written Notice to the Client.

8.3. If a situation not covered by the Agreement arises, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

8.4. In case any term of the Agreement (or any part of it) shall be held by a court of competent jurisdiction to be unenforceable for any reason, then such term shall to that extent be deemed severable and not form part of this Agreement. However, the enforceability of the remainder of the Agreement shall not be affected.

8.5. The Client may not assign, charge or otherwise transfer or purport to assign the Client's rights or obligations under the Agreement without the prior written consent of the Company, and any purported assignment, charge, or transfer in violation of this term shall be voided.

8.6. The Client is entitled to make a request for changing the IB he or she was assigned to, for subscribing to the IB, and unsubscribing from the IB via the support@fmsmarkets.com. However, the decision on approving this request shall be at the Company's sole discretion.

8.7. The Company is entitled to unsubscribe a Client from an IB at its sole discretion at any moment without any notice.

8.8. Where the Client comprises two or more persons, the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the persons who comprise the Client shall be deemed to have been given to all the persons who comprise the Client. Any Order given by one of the persons who comprise the Client shall be deemed to have been given by all the persons who comprise the Client.

8.9. The Client accepts and understands that the Company's official language is English, and the Client should always read and refer to the English version of the Company's Website and this Customer Agreement for all information and disclosures about the Company and its activities. All translations or any information provided in languages other than English on Company's local websites is for informational purposes only and does not bind the Company or has any legal effect whatsoever. The Company shall not bear any responsibility or liability regarding the correctness of the information therein.

