

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.

#### Supplementary Agreement to Client Agreement

Under the terms of this public offer, BVI Business Company FIBO Group, Ltd. (hereinafter referred to as the «Company»), on the one hand, and a person intending to be registered in the capacity of the Manager, on the other hand, have entered into this Supplementary Agreement as follows (hereinafter – «Agreement»):

## 1. Subject of the Agreement

- 1.1. The Company shall open a Managed account (PAMM) for the Manager in order to account the funds on such account, the right to administer which funds shall be granted to the Manager by the Investors.
- 1.2. The Manager's right to administer the funds shall be certified by the fact of Investor's acceptance of the relevant Offer of the Manager. The relations between the Investor and the Manager shall not be the subject of this Agreement. The Company shall neither participate in preparation of Managers' Offers, nor verify the content of such offers for compliance with the requirements of the applicable law.
- 1.3. The Manager shall bear the full and direct responsibility for the fulfillment of any obligations under the commercial transactions closed.

In cases where the Manager acts on behalf or under instructions of a person other than the Investor of the relevant Managed account (PAMM), the Company shall in no event accept such person as a Manager and/or an Investor of Managed account.

The Company shall not be responsible towards such person except the cases, where the responsibility of the Company is expressly specified in a written agreement between the Company and such person.

- 1.4. Without prejudice to the provisions of this Agreement, the Manager shall retain the status of the Client after the entry of this Agreement into effect.
- 1.5. All definitions and terms used in this Agreement shall have the meanings specified



in the Regulations on Provision of Managed account (PAMM) Service adopted by the Company (hereinafter – the «Regulations»).

# 2. Rights and obligations of the parties

- 2.1. The Company undertakes to:
- open a Managed account (PAMM) for the Manager once the latter has completed the registration procedure in the capacity of the Manager, as specified at the Company's official website: http://www.fibogroup.com;
- ensure timely crediting of funds to Managed account, as well as timely withdrawal of funds from Managed account according to the procedures and on terms set out in the Regulations;
- control the settlement procedure between the Investor and the Manager. The settlements between the Manager and the Investor shall be carried out based on the Manager's Offer accepted by the Investor in accordance with paragraph 1.2 of this Agreement.
- ensure the operability of software used particularly for purposes of functioning of Managed accounts.
- 2.2. The Company shall have the right to:
- at any time, at its own discretion, establish various requirements applicable to the Managers. The requirements established by the Company shall be binding upon the Managers;
- suspend the activities or close the relevant Managed account (PAMM) on grounds and according to the procedures set out in the Regulations and other internal documents of the Company;
- send to the Manager instructions aimed to remedy the breaches of the requirements set out in the internal documents of the Company binding upon the Manager;
- exercise other rights specified by the Regulations and other internal documents of the Company.
- 2.3. The Manager undertakes to:
- carry out Management based on the principle of serving the Investors' interests and considerations of reasonability and justifiability of the risk. The objective of the Management shall be the increase of Investors' funds on the relevant Managed account



(PAMM);

- comply with the requirements of applicable law, including (but not limited to) currency, civil, tax, financial and other legislation;
- assume no obligations towards the Investors and any third party on behalf of the Company, not to use the corporate name and/or trade name (trademark) of the Company, not to give any guaranties or promises, not to make any statements regarding any payments on behalf of the Company;
- refrain from taking any actions which may cause any damage to the Company (whether material or nonmaterial), or may lead to lodging any claims demands or actions against the Company on part of any third party;
- resolve any disputable issues arising between the Manager and the Investors without involving the Company, except the cases where such disputable issues resulted from Company's failure to fulfill the obligations expressly assumed by the Company under this Agreement. In such cases the Investors' claims related to Manager's failure to fulfill or improper fulfillment of any obligations related to commercial transactions shall be lodged solely against the Manager;
- strictly abide by the requirements of the internal documents of the Company applicable to the Manager, as well as strictly perform any instructions from the Company regarding remedy of any breaches of the requirements of the Regulations and other internal documents of the Company applicable to the Manager, within the term specified in the relevant instruction.
- 2.4. The Manager shall have the right to:
- upon his/her own discretion, but within the scope of requirements of Company's internal documents (if applicable), determine the basic terms of Manager's Offer;
- carry out commercial transactions on the relevant Managed account taking into account the principle of serving the Investors' interests and considerations of reasonability and justifiability of the risk;
- exercise other rights specified by the Regulations and other internal documents of the Company.

## 3. Confidential information

- 3.1. The Company shall ensure the confidential nature of the information about the Investors and the Managers in relations with third party.
- 3.2. The Company shall not communicate to the Manager any information about the Investor



except the Investor's login.

# 4. Termination of Supplementary Agreement

- 4.1. This Agreement shall be terminated upon the completion of Managed account closure procedure by any reason specified by the Regulations and other internal documents of the Company.
- 4.2. On the day of completion of Managed account closure procedure the Company shall carry out the settlements and transfer the Investor's and Manager's funds to their trading accounts.
- 4.3. After the closure of Managed account the Company shall inhibit the Manager's possibility to carry out commercial transactions on such Managed account, all Investors' applications for funds depositing shall be declined, Investors shall be notified of the closure of the respective Managed account and the relevant information shall be placed on http://www.fibogroup.com.

#### 5. Final Provisions

- 5.1. This Agreement shall not supersede the Customer Agreement and shall be valid only subject to existence of the Customer Agreement signed by the Parties.
- 5.2. The Company shall have the right to introduce any modifications and/or supplements to this Agreement, provided that they do not affect the material terms of this Agreement, with a notice to the Manager not earlier than 10 (ten) working days before the assumed day on which such modifications and/or supplements will be introduced.
- 5.3. This Agreement shall fall within the jurisdiction, shall be construed and performed in accordance with the legislation of British Virgin Islands, it does not contradict with the legislations which may prevent or preclude from performance of this Agreement. All disputes and disagreements arising from this Agreement shall be resolved by amicable negotiations without recourse to a court or a mediator upon a written request of either party. The negotiations should be appointed within 10 (ten) calendar days after the relevant written request has been sent. The negotiations may be conducted in a form of a conference call or any other format enabling to register the process and the results of negotiations.

If any dispute is not resolved by amicable negotiations within 30 (thirty)



calendar days after the relevant written request has been sent, then such dispute shall be submitted to the court of British Virgin Islands, jurisdiction of which includes the resolution of such disputes.

Client

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