



License Agreement

Version: October 2014

1. General Provisions

1.1. The Present License Agreement (hereafter the Agreement) is an integral part of the Public Documents Package according to which NewForex Group represented by FinPark Ltd., its own official Departments, tributary offices and affiliated partners (hereinafter – NewForex Group) provides any kind of service to the Customer (including an authorised access to software, an opportunity to pay through electronic payment systems (EPS), implementation of operations connected with an account or a trading account of the Client; informational services, etc)

The Present Agreement and the Client Agreement are legally equal, so the Agreement should be considered as the public offer addressed to general public (both individual and juridical).

1.2. The acceptance of this offer as well as entering of the present Agreement into full legal force is the fact of connection of the Customer's equipment to the web-server through this or that software of NewForex Group by a physical person or by a representative of the company. Herein it implies the connection of any device including but not limited by a personal computer, a laptop, a netbook computer, a tablet or a palmtop, a mobile device, etc. via software which is able to make a connection to any protocol in order to receive and/or send data to any of the servers and/or services of the company including a web-server, a trading server, a server of additional service, a server of information feed translation (for example, RSS, XML), etc. In particular, browsing the web-site of the company with this or that web-browser is treated as a connection of the equipment through http or https protocol to NewForex Group web server in order to transmit inquiries and receive information transferred by the web-server. From the moment of connection this person should be treated as an acceptor of the present Agreement.

Hence, the Accept of the present Agreement has a privileged position within the Public Documents Package of NewForex Group because its terms become juridically valid not after a full (two-stage) registration of the Customer, but at the moment of connection. Due to this peculiarity any physical or juridical person should stop transmitting and/or receiving data to/from any server or services of the company, if he/she is not ready to take up all the rights and obligations arising from the present Agreement. Provided however, it means that any hardware and software complexes having an interface to connect to any existing protocol of data transmission refer to these servers and company services ; irrespective of whether this hardware and software complex is designed for public or for a limited number of people or for those who have special access details, for the internal use (that means only for company employees) or it is not supposed to be externally used . Thus it should be regarded that the present Agreement becomes juridically valid irrespective of whether the access to the server or to NewForex Group service was authorised or not.

At the same time it should be noted that if there are circumstances implying the Accept of any other public document which is included into the Public Documents Package by any person, then the present Agreement is accepted by this person as well, irrespective of whether there was a fact treated as the Accept of the present Agreement only. The reverse rule can not be applied, that means the Accept of the present Agreement does not imply the peremptory Accept of all other public documents of NewForex.

1.3. The Present Agreement stipulates rights and obligations of the Parties (NewForex, Customers, third parties) which appear at the moment of connection to any server or service of NewForex Group and during the exchange of information (data transmission/ reception) between servers and services of NewForex Group and any devices of Customers or third parties. From this point of view the process of receiving or viewing of information materials of any nature which are available at <http://www.newforex.com> as well as transmitted and posted by any other way (including information materials which are posted on other internet sites of NewForex Group or of one of the affiliated partners, economic news, quotations, analytical and other articles, etc. transmitted through the customer terminal or any other way) is a special case of the above described fact leading to the Accept of the present Agreement according to the paragraph 1.2.

1.4. Within the present Agreement juridical or natural people who accepted the Agreement according to the paragraph 1.2. are treated as information correspondents of NewForex Group. Any usage (receiving, viewing, keeping on the Acceptant's equipment, etc.) of information transmitted by NewForex Group is a special case of an information contact between NewForex Group and its information correspondents.

1.5. The Present Agreement covers the information posted on the web-server (site) of NewForex or broadcasted, transmitted, posted through other communication channels or replicated in this or that way on other media including hard media (paper).

1.6. It should be taken into account that not only the present Agreement but also other normative and legislative acts or public documents operate for certain types of information. Inter alia:

- NewForex Group logotype, its name and slogan which taken together represent the trade dress identifying NewForex Group are the intellectual property and intangible assets of NewForex Group and they are protected by the relevant legislation;
- Macroeconomic reviews, news (news feed), analytical materials including articles, videos, audios, etc. are non-exclusive property of NewForex Group according to contracts, licence and other agreements conducted between NewForex Group and the right holders of such materials (media (non-affiliated) partners and contractors) are protected by copyright laws

and other intellectual property laws;

- The copyrights to materials of any kind posted on the web-server of NewForex Group by third parties are protected by the legislation of the countries whose citizens the authors are and by the international legislation;
- The copyrights to materials posted on the web-server of NewForex Group by the representatives (members, affiliated partners) of NewForex Group itself are protected by the current Agreement responding Russian and international legislation.

2. Basic concepts used in the Present Agreement

2.1. In the Present Agreement the following terms are used which have the specified meaning if any other it is not directly stated in the present Agreement:

- web-server (site) of NewForex Group is a software-hardware complex connected to the Internet and available to provide information in a structural way (according to this or that protocol of data transmission) upon request. Although sometimes the Customer has to authorise in order to receive information from the web-server (site), however, the conditions of the present Agreement equally apply to the information transmitted through open channels without any authorisation and through closed channels after the successful authorisation;
- Trading server of NewForex Group is a software-hardware complex connected to the Internet and available to provide information (encrypted) in a structural way upon request in case of successful authorisation. In particular, it can be the quote flow of financial instruments and economic news;
- Any server and/or service of NewForex Group is a software-hardware complex with an interface (logical, physical or logical and physical) that allows to connect it to any electric or electronic device including but not limited by microprocessor-based devices under this or that operational systems or those that are able to work without operational systems in order to transmit/ receive data. At which time it is of no importance whether this type of service and/or server is for public, limited or exclusive access or it is completely out of access;
- data is a signal, a combination or a sequence of signals, symbols provided (encrypted) by this or that way, sets and/or systems of symbols (codes) which can be transmitted through this or that physical or logical transmission channels;
- The following things can be treated as a transmission channel: an electronic conductor (the data is transmitted by changing particular parameters of flow of electricity such as electric current and/or voltage in the conductor (or in conductors set in a physically and/or logically integral group or structure), optical material, including optic fibre, photonic crystal waveguides and other materials which are able to transmit (being more or less transparent) for electromagnetic waves in the ultraviolet, visible or infra-red range) or a sphere which is not an insurmountable obstacle for electromagnetic waves in the radio spectrum starting with very low frequency waves;
- The process of receiving the information by the Customer is a process of data receiving from the server, service or other transmitting device, a software-hardware complex or logical non-material information object of NewForex Group to the Customer's equipment (while connecting this equipment to such transmitting device or object through this or that transmission channel). At which time it is of no considerable importance if there is a process of decrypting or decoding, saving on this or that media or some other type of data processing (interpretation).
- Within the Present Agreement information is any kind and quantity of data irrespective to the fact whether they can be interpreted or not. It means that for example, according to the present Agreement the electric current or electromagnetic radiation, irrespective of whether it is modulated, in the transmission channel should be considered as information because such data can be potentially interpreted in this or that way. From this point of view, texts (of any nature, content as well as encrypted texts, such as codes, passwords, etc.), images, design and photo elements, as well as audios and videos are highly specialized cases of information that consist of data available for interpretation;
- The usage of information means any processing of data received through the transmission channel including interpretation of any nature and keeping. Such possibilities as to view data (for example, represented in hard media) with the help of hardware installed on the Customer's equipment (the customer terminal, browser), or a possibility to transform, copy, double, transfer to any other media or transform (in particular, transfer to hard media), replicate and delete this data in any way as well as to send the data to third parties are treated as specialized cases within the present Agreement. There is no significant difference exactly what volume of data is used (that means, any kind of data processing with the volume 1 bit and more should be treated as the usage of information), whether the Customer managed to interpret, apply the information in the right way and finally if it has brought profit or losses, etc.

3. Rights and duties of the Customer

3.1. If the Customer uses the information in any way posted on the web-server (site) of NewForex Group or transmitted in any other way or when connecting to this or that server or service of NewForex (in an authorised way or not), the Customer is obliged:

- To provide full, accurate and relevant information (all the required details) about himself/herself. If there are some changes of information (for example, the Customer has moved or changed the surname (for any reason), the telephone number or other registration records), the Customer should make the necessary changes within a reasonable period of time. The Customer can change the registration details through the Feedback form addressing the corresponding request to the member of NewForex Group.
- The Customer should not try to register the third person regardless whether he/she is informed about this attempt or not. Any person who wants to be registered on the site, should do this personally. Except for the situation when the Customer does not have physical abilities to do it.
- The Customer should take appropriate measures for data safety, that allows to get access (authorise) in every system (service) provided by the Company. This includes passwords, logins, identification numbers, codes, code words, etc.
- The Customer should follow the requirements of the current Russian and international legislation as well as the legislation of the Client's country in the field of copyright and intellectual property. It means in particular that any unauthorised usage of information in any way and for any reason regardless of whether there is a potential possibility of gaining profit or infringement of copyright or related rights (direct or indirect) or distortion or/and falsification of information received from NewForex Group is prohibited. It is also prohibited to retype, replicate, spread and publish in common access resources regardless of the way or method without a direct written permission of copyright holders.
- The Customer should not try to use the web-server (site) of NewForex or any other server or service of NewForex including a trading server using software which is not designed for it and/or in order to harm the work of the server or to lead to inoperability of the service of the server (unavailability or the inaccessibility of the server or the service for external enquires) or to disrupt a normal operation of servers and services in any other way.
- The Customer should not try to gather information (in a fully-automatic or semi-automatic way) that is not allowed to be publicly distributed or that belongs to third parties. It is allowed to use information that is in common access in the way indicated by NewForex Group. Namely, broadcasting this or that data does not allow to conduct automatic information collection (parsing) unless it is explicitly stipulated. It is also prohibited to register on the site of NewForex Group in a fully-automatic or semi-automatic way.
- The Customer should not try to load any (including but not limited by useless) information on the web-server (site, forum) or trading server in order to disable and/or make it difficult for other customers to gain access to the web- or trading server.
- According to the current legislation, the present Agreement and in case of the registration on the site of NewForex Group according to other public documents of NewForex Group the Customer is fully and solely responsible for all actions committed in connection with the information or servers and services of NewForex Group including actions leading to damage or losses to NewForex Group or third parties connected with NewForex Group in this or that way provided that these actions caused damage. The special case of such damage is financial damage to some Customers of NewForex when a person or a group of people have attacked this or that server or service of NewForex Group creating such a situation when Customers were not able to control their accounts in a proper way. In the following example according to the present Agreement the person (a group of people) who committed the attack is (fully) responsible for the damage (caused to NewForex Group and NewForex Customers).
- Using any server or service (including the main domain newforex.com and other subdomains) offering an opportunity to publish or transmit data the Customer should not post defamatory, threatening, vulgar or misleading information about the third parties (including foul language) propagating racial, religious or ethnic hatred, hostility or any other information that breaks directly or indirectly human rights protected by law on the web-server (site) of NewForex. It is equally prohibited to post such kind of information on the server (including the main domain newforex.com and other subdomains) using unauthorised access or undocumented (not for public) ways of information layout.

3.2. In respect of any information which is a full (exclusive) property of NewForex Group (i.e. information regarding which NewForex Group has both copyrights and neighbouring rights including distribution rights) as well as in respect of any information which is a non-exclusive propriety of NewForex Group (i.e. information in respect of which NewForex Group has only distribution rights but does not obtain copyrights (namely, information, analytical materials, reviews, news, any courses, training documents, texts, videos, audios, etc., copyrights belonging to third parties) distributed or transmitted by NewForex Group according to contracts or/and license agreements between NewForex Group and rightholders, the Customer is obliged:

- To follow the current legislation in respect of copyright and intellectual property protection.
- Not to copy and keep additional copies (except the only one), not to reproduce, not to transmit through communication

channels or in any other way, not to publish (not to publish in hard media as well), not to create your information based on this information, not to broadcast, not to put into circulation and not to replicate.

- Use this information only for a personal gain as an information source or at your own convenience as a basis for analysis of the economic situation.
- Not to use information for commercial purposes, not to sell, not to provide access for reward.

3.3. While using the information provided by the Company the customer has the right to:

- to choose any information published by the Company on the web-server (site) or transmitted through the Customer terminal or through other channels or provided on hard media for personal needs and at sole discretion;
- use any information for personal gain to a certain extent which does not contradict the present License Agreement;
- keep the only copy of such information on the data carrier access to which is limited.

4. Rights and responsibilities of NewForex Group

4.1. Providing the information (in any way and through any channels) to Customers or publishing the information on open access or spreading it on hard media NewForex Group is obliged to:

- do everything possible to provide actual, accurate, complete, timely, consistent and useful information;
- meet all the requirements of Customers and in compliance with this correct the volume, content and quality of information freely available on the site or transmitted through closed channels.

4.2. Providing information to the Customer (in any way and through any channels) or publishing information on open access, NewForex Group has the right:

- to make amendments, add, delete, totally change the structure, content and quality of any information at sole discretion to a certain extent that does not contradict the regulations of the public documents Package of NewForex Group which corresponds to the contracts or/and license agreements and the current legislation.
- to create or delete servers and services at sole discretion, differentiate access rights and define a circle of people who have access to such servers or services as well as determine the need or the absence of need to authorise and the way of authorisation, to provide access to these servers and services through this or that communication channels or nets.
- to make decisions at sole discretion whether to provide information publicly (through open channels) or privately (through closed channels provided that there was a successful registration), unless it is specifically stated in the public documents package of NewForex Group or in the current legislation.
- to make decisions at sole discretion regarding rates and costs of provided information, access (subscription) to this or that service posted on the web-site of NewForex Group. The Company reserves the right to charge additional payment for this or that information or service usage.

5. Liability of the parties

5.1. The official web-server (site) of NewForex including all software: graphical, audio, video and verbiage (content) is available as it is. The Customer can use possibilities and means provided by NewForex Group as well as the information at his/her own discretion if the Customer supposes that this usage will be rational and useful. But NewForex Group does not guarantee and can't guarantee in direct or indirect way that the actual outcome (result) of using servers, services, means or information provided by NewForex Group will in reality meet the Customer's expectations of expediency and usefulness.

5.2. NewForex Group does not guarantee that the site or its separate elements or additional modules situated in subdomains can (perfectly) match, meet certain images or expectations of a Customer or a group of Customers for this or that particular personal purposes. NewForex Group does not guarantee that the Customer will achieve any results (expected, hypothetical, possible) after the usage of the web-server (site) and/or any other service.

5.3. NewForex Group does not guarantee (expressly disclaims all warranties) perfect working efficiency of this or that server or service during the whole life cycle of the server or service. It also can't guarantee (even theoretically) and/or be responsible for

availability or absence of access to the server or service from any geographical point as well as it can't guarantee availability or absence, continuity, operability of communication channels between a geographical point and a place where servers and services of NewForex Group are situated. Moreover, NewForex Group does not guarantee that the data will be fully transmitted: without noises, distortions and in its full size even if there is a communication channel.

5.4. Under any circumstances NewForex Group is not responsible for the possible damage caused by distortions in the communication channel.

5.5. In respect to any information which is a full (exclusive) property of NewForex Group (i.e. information in respect of which NewForex Group has copyrights and neighbouring rights including rights for distribution) as well as in respect to any information that is a non-exclusive property of NewForex Group (in other words, the information in respect to which NewForex Group has only rights for distribution without any copyrights (namely, information, analytical materials, reviews, news, any courses, training documents, texts, videos, audios, etc. copyrights of which belong to third parties) spread or transmitted by NewForex Group according to contracts or/and license agreements between NewForex and rightholders neither the Company nor rightholders can fully guarantee complete, accurate, timely, regular (recurrent) information and are not responsible for the damage or losses connected with the usage, non-usage or inappropriate usage of the information even if they are informed about possible losses and damage.

5.6. In respect to analytical, publicistic or training information posted by the Company on open access or transmitted through communication channels, the Company disclaims all warranties (direct or indirect/implied) regardless of who has copyrights to this information. This information should not be considered as a recommendation, a direct instruction, a hint or a guidance of NewForex Group. It is the Customer who makes all the decisions related to accounts, trading accounts, etc. including those that can have financial impact. Hence, the Customer is fully and solely responsible for such decisions and their consequences.

5.7. In respect to information support as a whole, NewForex Group does not guarantee that it will meet all the Customer's expectations and that it will lead to expected results. f

5.8. Taking into account that there is a great variety of different opinions including personal, religious, social, ethnic, etc. in this or that country, NewForex Group states that it can not guarantee that provided materials and information support will meet all the personal beliefs of the Customer, individual (including psychological) mindset, his/her identification, religious faiths and a traditional way of thinking on the whole.

Moreover, NewForex Group can not take into account all existing regulations (laws and by-laws), codes, etc. and customs, traditions and other social and personal regulations. That is why NewForex Group states that it operates in full accordance with laws of those countries where its own Departments, Tributary offices and Affiliated partners representing it are situated and in accordance with international norms and acts. Therefore, those people who are prohibited to use the information support of NewForex Group, its servers and services or it is undesirable for various reasons (described earlier) should disclaim this.

5.9. Taking part in relationships regulated by the current Agreement, the Parties bear responsibilities in accordance with the current local and international legislation.

6. Official information sources of NewForex

6.1. NewForex Group publishes, transmits and spreads information electronically through some means (servers and services) available through several URL or IP addresses on the internet or in some other computer nets including local. It also spreads information on hard media through a number of channels which are parts of official sources of NewForex. Irrespective of whether it is information published (distributed by any way or means) on its own servers or services as well as information published (distributed by any other way or means) on other services and servers that belong to third parties (which are not parts of NewForex), the source (the author and the holder of appropriate rights and neighbouring rights, unless it is specially stated) is NewForex operating through several public officials with special accounts or other identifying details (including but not restricted by accounts in messaging networks, social nets, forums, etc.) and belonging to official accounts (reference details) of NewForex.

6.2. NewForex Group claims that only the information which is distributed on official servers and services and is provided by people who have access to official accounts (details) of NewForex is considered to be full, update and trustworthy. It can be treated as a primary source of information about NewForex or about any of its own Departments, Tributary offices and Affiliated partners.

6.3. A list of official information sources and people who have access to official (public) details (accounts) through which NewForex Group conveys information to the wider world is available on the Corporate site newforex.com and it can vary with time increasing or decreasing according to NewForex Group needs.

6.4. The information about NewForex Group and about its own Departments, Tributary offices and Affiliated partners as well as any information about fulltime and non-payroll employees of NewForex Group including but not restricted by public information as well as private, commercial (related to the category "commercial secrecy", secret or personal information (regarding NewForex Group staff or its owners and directors or owners, directors or staff of its affiliated partners) coming from non-official information

sources of NewForex or coming from people who do not obtain access to official detail (accounts) of NewForex Group should be considered as private (personal) opinion, supposition, guess or logical framework of the author. Thereby, NewForex Group does not guarantee and can not guarantee and it is certainly not responsible and cannot be responsible for such kind of information, its completeness, relevance and truth or for the harm (of any nature) that it might cause to third parties as a result of incompleteness, out-of-dateness or distortion of the information.

6.5. NewForex Group has a legal right to demand to remove the information from public access published by third parties and containing false, untrue, calumnious and discrediting the business reputation of NewForex Group or affecting a private life of NewForex Group staff, discrediting honour and dignity of a physical person who is a member of its own Departments, Tributary offices and Affiliated partners. This information includes offences and unfounded accusations against people whose blame is not proved by law. The requirements might be addressed to authors of the information as well as to the owners of sources where this information is published. If it is impossible to solve the problem through negotiations and pre-court, pre-action procedures, NewForex Group reserves the right to address the law enforcement bodies with appropriate petitions or make a claim. In addition, NewForex Group has the right to refuse to service (to provide service of any nature) or to stop providing, for example, to lock the access to the account for a period that is necessary for solving the situation regardless of the way it will be solved, whether it will be through negotiations or pre-court, pre-action procedures, a legal process. Solving a problem means removing from public access the information that does not correspond to the reality, harms the image and business reputation of NewForex Group and certain elements of such information on public sources, in special cases the publication of disproof by the author of false (inaccurate) information published earlier. In case of damage and losses, NewForex Group has the right to apply the enforcement bodies and judicial authorities to compensate these damages.

7. Amendments and additions

7.1. NewForex Group has the right to make changes and additions in the present Agreement. If there is a legal (legislative) norm that requires to make appropriate changes and additions, NewForex Group not only makes changes and additions, but also fulfills requirements of this legal (legislative) norm.

7.2. Algorithm of making amendments and additions:

- if there are changes and /or additions, NewForex Group informs the Customers about it by ad placements on the official site and by inter-office mail.
- The placement of corresponding declaration on NewForex Group site and mailout via inter-office mail is identic to the notification of the Customer about the changes and/or additions, irrespective of whether the Customer has read and acknowledged the corresponding text or ignored it. The Customer agrees to make a decision about how often to check the emails from NewForex Group at his/her own discretion and within the Customer's complete personal responsibility.
- The changed and/or supplemented document becomes valid upon the expiry of 5 full astronomical days (120 hours) from the moment when the announcement has been published on the site of the company but before this period it has fact-finding (non-regulatory) character. During the indicated period the Customer, that has already registered and opened an account, has a possibility to decide at his/her own discretion within the Customer's full (sole) responsibility whether to continue using NewForex Group service or not. If he/she does not agree with the changes in the document, the Customer should get in touch with NewForex Group at once by any convenient way and declare the refusal from the further usage of NewForex Group service. If this refusal is not received from the Customer then once this period expires, it means that the Customer agrees with all the changes. In this case both the Customer and NewForex Group receive all rights and take all responsibilities that are conditioned by the new version of the document.
- All the changes and/or supplemented additions of the document cover immediately all the accounts that were registered after the moment of publication of the corresponding news on NewForex Group site (irrespective of whether the owner has other accounts registered before). It means that this document is compulsory and is in full force and effect to the accounts which were registered after the publication of the changed document.
- If the legislation introduces a norm that requires appropriate changes and/or additions in the present Agreement, the legislative norm will be fulfilled immediately as soon as the normative act comes into legal force irrespective of the fact whether the required change and/or addition is made. The conditions of the present Agreement that contradict the norm that has been introduced lose their force until the introduction of changes and/or additions in the declared document.

8. Agreement with the conditions of the present document by the Customer

8.1. The Customer, who uses information, any servers or services of NewForex to receive data (including services or infoware set by this particular document), software and/or hardware means including authorized access to software allowing to conduct professional activity according to the preferences of the Customer, has read and understood, fully accepts to the fullest extent the

conditions of the present License Agreement and in case of the further registration (passing a full, two-step registration on the site newforex.com) with all the conditions and points of other documents included in the public documents package of NewForex Group.

8.2. The Customer, who uses information and informational services of NewForex, agrees with all the conditions (points and sections) of the present Agreement. If the Customer does not agree, he/she assumes the obligation to cease using information and informational services of NewForex Group.