

## Options Trading Agreement.

### 1. Terms and Definitions

Company – InstaFintech Group that provides an opportunity to conduct options trading operations on Forex market and the system of settlements between the Company and the Customer in terms of the present Agreement.

Options Purchase Service (hereinafter referred to as the Service) – a complex of hardware and software facilities consisting of the following forms of Client Cabinet on the Company’s website: options purchase form, current options information form, archive options information form, quotes archive.

Customer – an individual or a legal entity holding an account with InstaForex, who/which has accepted the Agreement with the purpose of carrying out options trading operations on Forex through the Service.

Trading instruments – the list of currency pairs and other financial instruments available for options trading.

Option – a trading operation executed through the Service with fixed expiration, profit and loss terms as well as the critical levels for determining the winning or losing status of an operation.

Increment – the minimum change of option activation and closing time.

Profit coefficient – the coefficient set by the system at executing the option purchase depending on the option terms.

Option value – the amount of purchased option set by the Customer.

Option term – the logical expression that comprises the trading instrument, type of option (put or call), date, activation and closing time set by the Customer at buying an option.

Winning or in-the-money option – an option the terms of which are fulfilled at its closing. It means that the activation price of a selected trading instrument is higher or lower than the closing price (depending on a selected option type).

Losing or out-of-the-money option – an option with unfulfilled terms at the moment of its closing.

Open option or active option – an option which activation term was fulfilled.

Closed option – an option with winning or losing status.

Option purchase – the order of the Customer to the Company that sets the trading instrument, option type (put or call), option validity period, and option value.

Option activation – the deal between the Customer and the Company that takes effect at fulfilling the activation condition.

Option closing – the deal between the Customer and the Company that means close of the active option and assignment of in-the-money or out-of-the-money status.

### 2. General conditions

1. The present Agreement specifies the terms under which the Company gives the Customer an opportunity to conduct options trading operations on the Forex market.
2. The present Agreement is a supplement to the Public Offer Agreement accepted by the Customer at opening a trading account with InstaForex.
3. The present Agreement does not require signing and considered as accepted after clicking on the button.
4. The Customer understands and accepts the terms of the present Agreement and assumes the risks related to executing operations through the Service, including but not limited to cases when the Customer’s account is hacked and access to his trading operations is stolen by a third party.

### 3. General principles of Service functioning

1. Options purchase time
  1. The Options Purchase Service is available from 00:01 (GMT+2) Monday to 23:50 (GMT+2) Friday. According to the U.S. standards, the day-light saving time starts on the second Sunday in March and ends on the first Sunday in November.
  2. The intraday binary options purchase is available from 00:01 Monday to 23:58 Friday.
  3. The expiry binary options purchase is available from 00:05 Monday to 23:50 Friday.
2. The Customer registers with the Service by accepting the present Agreement in Client Cabinet, after which the Customer can buy options.
3. Authorization in the Service completely coincides with the one in InstaForex Client Cabinet. After logging in, the Customer can

access the Service by clicking Forex Options in the menu of the Cabinet.

#### 4. Technical description

1. The price at activating and closing an option is the candle open price in the Quotes Archive. In some cases related to the peculiarities of the Service (in particular the 1-2-min difference between the servers' time), the difference between the quotes in the Quotes Archive and the first InstaForex-USA server can be several points.
2. The number of bought options is not limited within a day.
3. Within the first 30 minutes after the intraday binary options is activated, its increment is 1 minute, later it is 5 minutes.
4. The interval between the expiry binary option activation date and its closing should not exceed 4 weeks. The increment of expiry binary options is 5 minutes.
5. After an option is bought, its value is withdrawn from the Customer account. In case the option is in-the-money, its value is refunded being multiplied by a profit coefficient. In case the option is out-of-the-money, its value is not refunded.
6. The Customer has a right to cancel the bought option not later than 3 minutes before its activation with 10% of the option value fee. The open options cannot be cancelled.
7. During low volatility periods on the market, the Customer will be informed of it at buying option by a pop-up message. In such periods the options can be cancelled automatically with the full refund of option value.
8. The options on gold and silver are not available from 00:00 to 01:05 (server time).
9. In case the activation price and the closing price are equal, the option is considered as losing because the selected term of a price rise or fall was not fulfilled.
10. The set terms are valid for every certain option during its validity period and cannot be changed.

#### 5. Risk disclosure

1. The Customer takes responsibility for authorization data safety and agrees that any trade executed through this Service is considered as ordered by the Customer.
2. The Customer agrees that in case of detecting non-market quotes, technical problems or other force-majeure circumstances, the result of closed option can be revised by the Company to the advantage of the Customer or the Company.
3. The risk of trading on the foreign exchange market can be rather big and may cause considerable financial losses. The Customer acknowledges the risks and bears personal responsibility of risk monitoring and minimization.

#### 6. Disputes and conflicts resolution

1. All disputes and conflicts between the parties shall be resolved through email correspondence.
2. In case of disputes, the Customer shall send an application to [option.support@mail.instaforex.com](mailto:option.support@mail.instaforex.com) in the following form:
  1. Full name;
  2. Date and time of problem;
  3. Precise description of the situation;
3. The Customer agrees that the Company has a right to ignore his requests containing obscenities or thunders.
4. The Company shall review the claim within 10 business days. In some cases this period can be extended if additional information is required.

#### 7. Final provisions

1. The Agreement is valid for 12 months since it has been accepted.
2. In case the terms of the present Agreement are fulfilled, it is considered as prolonged for indefinite time.
3. The terms of the present Agreement can be changed or supplemented by the Company in its sole discretion with five calendar days provisional notice.
4. In case the Customer fails to fulfil obligations according to the present Agreement, the Company has a right to abrogate the Agreement unilaterally.

#### 8. Language.

1. The language of the present Agreement is English.
2. For the Customer convenience, the Company can provide the Agreement version in a language different from English. The translated version of the Agreement is of a merely informative character.
3. In case of variant readings of a translated version and the present Agreement in English, the Agreement in English is considered as a prior reference standard.