

## **FIXED INCOME STRUCTURED PRODUCT AGREEMENT**

This Fixed Income Structured Product Agreement (the "Agreement") is entered into by and between InstaForex (hereinafter referred to as "Provider"), presented on the website *www.instaforex.com*, and the natural or legal person whose registration data is indicated in the account profile in the Provider's system (hereinafter referred to as "Investor"). The Provider and the Investor are jointly referred to as the "Parties".

### **PRODUCT DETAILS**

Fixed Income Structured Product (the "Product") represents structured fixed income investments with guaranteed profitability. These investments consist of an investment amount and a subscription for a copy trading system "ForexCopy". For the purpose of this agreement, the Investor shall open the account for investments in addition to the main trading account.

The Provider guarantees a minimum 50% profitability on the investment amount, which shall be calculated after 6 months of copy trading, even in case of occurring loss, by accruing additional funds (the "Return Amount") to the Investor's account for investments, on condition that the requirements of the Guarantee Mechanism are met.

Investments are invested for a period of 6 (six) months and in case of early withdrawal of funds from the account for investments, there is a penalty of 50% of the initial investment, as well as loss of all income accumulated by the time of withdrawal. The Product takes into account only the period of the subscription for active trading accounts in the "ForexCopy" system. The time after account creation without active trading with "ForexCopy" subscription does not take part in the Product.

### **GUARANTEE MECHANISM**

The Provider ensures a minimum profitability by additionally accruing the Return Amount on the following conditions:

- To receive the Return Amount, it is necessary to attract other clients to purchase the Product.
- The Product takes into account funds from the attracted clients who activated a subscription in the "ForexCopy" system using the Affiliate code and made transactions for a certain number of lots.
- The amount of investments belonging to the attracted investors must be 400% of the Return Amount.
- The total volume of transactions attracted investors close within the copy trading system when using the Product must be not less than the number of market lots, equaling to the Return Amount multiplied by 0.2 (or 2 when taking into account Forex-lots, since Forex-lot is 10 times less than the market value).
- Provider reserves the right to change the size of the number of closed lots and the size of the "ForexCopy" subscription balance required to account for funds for the Product.

For a detailed calculation example, please, refer to the table in the Appendix I.

### **RISKS AND DISCLOSURES**

The Investor acknowledges and understands that, despite the guaranteed return, all investments carry inherent risks. The Provider provides a detailed disclosure outlining potential risks associated with the investment.

## **TERM AND TERMINATION**

This Agreement shall commence on the Effective Date, defined as the date on which the Investor opens the account for investments in the personal cabinet on the Provider's website, and shall remain in effect until terminated

This Agreement may be terminated by either Party upon written notice to the other Party. Termination shall be effective as of the date specified in the notice, which shall not be less than the minimum notice period required by law or specified in this Agreement. In case of termination of the Agreement earlier than in 6 (six) months and early withdrawal of funds from the account for investments, there is a penalty of 50% of the initial investment amount and loss of all income accumulated by the time of withdrawal.

Upon termination of this Agreement, the obligations of confidentiality and any other provisions that by their nature should survive termination shall continue in full force and effect.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the British Virgin Islands. This Agreement may be amended only in writing and signed by the Parties.

## **FINAL PROVISIONS**

By agreeing to the terms and conditions of the Agreement posted on the Provider's website, the Investor hereby guarantees that they are of legal capacity to engage in this Agreement and confirms that they have the necessary authority to enter into this Agreement. The Investor acknowledges that they are fully aware of the potential risks involved in this Agreement and understands that the value of investments can go down as well as up, and they may not get back the amount originally invested.

Furthermore, the Investor agrees that by clicking on the tickbox on the website, they are electronically signing this Agreement, and understands that this electronic acceptance has the same legal effect as a handwritten signature on a paper document. By ticking the checkbox, the Investor agrees to be bound by the terms and conditions of this Agreement.

**APPENDIX I EXAMPLES OF CALCULATIONS**

Investment amount:				10000 USD		
Actual profitability	End of period amount	Return percentage	Return amount	Amount after return	Attracted investments amount, \$	Required volume of transactions from attracted clients
-100%	\$0,00	1100,00%	\$110 000,00	\$110 000,00	\$440 000,00	22000
-50%	\$5 000,00	1050,00%	\$105 000,00	\$110 000,00	\$420 000,00	21000
-25%	\$7 500,00	1025,00%	\$102 500,00	\$110 000,00	\$410 000,00	20500
0%	\$10 000,00	1000,00%	\$100 000,00	\$110 000,00	\$400 000,00	20000
10%	\$11 000,00	990,00%	\$99 000,00	\$110 000,00	\$396 000,00	19800
25%	\$12 500,00	975,00%	\$97 500,00	\$110 000,00	\$390 000,00	19500
50%	\$15 000,00	950,00%	\$95 000,00	\$110 000,00	\$380 000,00	19000
75%	\$17 500,00	925,00%	\$92 500,00	\$110 000,00	\$370 000,00	18500
100%	\$20 000,00	900,00%	\$90 000,00	\$110 000,00	\$360 000,00	18000
150%	\$25 000,00	850,00%	\$85 000,00	\$110 000,00	\$340 000,00	17000
200%	\$30 000,00	800,00%	\$80 000,00	\$110 000,00	\$320 000,00	16000
300%	\$40 000,00	700,00%	\$70 000,00	\$110 000,00	\$280 000,00	14000

Investment amount:				50000 USD		
Actual profitability	End of period amount	Return percentage	Return amount	Amount after return	Attracted investments amount, \$	Required volume of transactions from attracted clients
-100%	\$0,00	1100,00%	\$550 000	\$550 000	\$2 200 000	110 000
-50%	\$25 000,00	1050,00%	\$525 000	\$550 000	\$2 100 000	105 000
-25%	\$37 500,00	1025,00%	\$512 500	\$550 000	\$2 050 000	102 500
0%	\$50 000,00	1000,00%	\$500 000	\$550 000	\$2 000 000	100 000
10%	\$55 000,00	990,00%	\$495 000	\$550 000	\$1 980 000	99 000
25%	\$62 500,00	975,00%	\$487 500	\$550 000	\$1 950 000	97 500
50%	\$75 000,00	950,00%	\$475 000	\$550 000	\$1 900 000	95 000
75%	\$87 500,00	925,00%	\$462 500	\$550 000	\$1 850 000	92 500
100%	\$100 000,00	900,00%	\$450 000	\$550 000	\$1 800 000	90 000
150%	\$125 000,00	850,00%	\$425 000	\$550 000	\$1 700 000	85 000
200%	\$150 000,00	800,00%	\$400 000	\$550 000	\$1 600 000	80 000
300%	\$200 000,00	700,00%	\$350 000	\$550 000	\$1 400 000	70 000