



# Regulations for Trading Operations

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# Regulations for Trading Operations

## 1 Scope and applicability

- 1.1 These Regulations establish the procedure for carrying out Trading Operations on the Client's Accounts with BCS Markets Ltd, a company established under the laws of Saint-Vincent and The Grenadines and registered at the following address: Griffith Corporate Centre, Suite 305, P. O. Box 1510, Kingstown, Saint Vincent and the Grenadines (the "Company"), namely:
- a) procedures for opening/closing Positions and placing/modifying/deleting/executing Orders under Normal and Abnormal Market Conditions;
  - b) the Company's actions in respect to the Client's Open Positions if the Margin Level on the Trading Account should be insufficient to support such Open Positions;
  - c) procedures for Dispute resolution and methods of communication between the Client and the Company.
- 1.2 These Regulations form an integral part of the General Terms of Business of the Company (the "Terms") and shall be read and construed in conjunction therewith. In case of any inconsistency of any provisions hereof to the provisions of the Terms, the provisions of these Regulations shall prevail. Such inconsistency shall not entail invalidity of any other provisions of the Terms.
- 1.3 Any capitalized terms not otherwise defined herein shall have a meaning as assigned to such terms in the Terms.
- 1.4 The Company is entitled to amend these Regulations at any time in its sole discretion and give a notice to the Client by any means as stated in the Terms 1 (one) Business Day before such amendments come into force.

## 2 General provisions

### Handling of Client Mandates and Orders

- 2.1 Order execution method for each Type of Trading Account and/or Financial Instrument shall be specified in the Contract Specifications (Market Execution, Instant Execution, Exchange Execution).
- 2.2 The procedure for handling Client Mandates/Orders given through the Trading Platform is as follows:
- a) the Client submits a Mandate/Order, which is checked for validity within the Client Terminal;
  - b) the Client Terminal sends the Mandate/Order to the Server;
  - c) if the connection between the Client Terminal and Server has not been disrupted, the Server receives the Mandate/Order and starts the verification process;
  - d) the Mandate/Order placed in the queue before Mandates/Orders is transmitted to the Company for processing. The status "Order is being processed by the server" appears in the "Order" window of the Client Terminal;
  - e) the result of handling the Mandate/Order by the Company goes to the Server;
  - f) the Server sends such result to the Client Terminal;
  - g) if the connection between the Client Terminal and Server has not been disrupted, the Client Terminal registers the result of execution by the Company of the Mandate/Order.
- 2.3 Depending on the amount of time the Company needs to process a Mandate or an Order, it is possible that the recorded execution time in the Server Log-File of the first Mandate or Order in the queue will be later than the execution time of the following Mandate or Order.
- 2.4 The Client may not cancel a Mandate or Order if it is already being processed by the Company and the status is "Order is being processed by the server".
- 2.5 All Quotes that the Client receives through the Client Terminal are indicative and are the best available Bid and Ask prices that are received from the Liquidity Provider.
- 2.6 All matters regarding the current Market Price are at the sole discretion of the Company.
- 2.7 Each Mandate or Order placed in the queue has a set waiting period equal to three minutes within which it must be executed. If a Mandate or Order has not been transmitted to the Company within this period of time, the Mandate or Order could be deleted from the queue and is no longer considered relevant. In this case, the Client must send a new Mandate or Order. The Company fulfills the Mandate/Order as quickly as possible after having received it.
- 2.8 In the cases listed below, the Company may decline Client's Mandate or Order:
- a) if the Mandate/Order precedes the first Quote in the Trading Platform at Market Opening;

- b) under Abnormal Market Conditions;
- c) individually, for Clients whose ratio of Pending and executed Orders exceeds reasonable limits;
- d) if the Client's Free Margin is insufficient to Open a Position of the requested volume;
- e) if the limit for the overall volume of a Client Position and/or number of Orders on this Type of Account have/has been exceeded.

In these cases, one of the following messages will appear in the Client Terminal: "Off quotes"; "Not enough money"; "Trade is disabled".

#### Trading Operations

- 2.9 A "Buy" transaction" is carried out at the Ask price. A "Sell" transaction is carried out at the Bid price.
- a) Long Positions are opened at the Ask price. Short Positions are opened at the Bid price.
  - b) the Bid price is used when closing a Long Position (i.e. sell). The Ask price is used to close a Short Position (i.e. buy).

#### Rollover

- 2.10 All Positions remaining Open till 23:59:59, Server Time Zone, will be rolled over to the next day. The rollover begins at 23:59. Swap fees are charged for carrying Positions overnight.
- 2.10.1 An "Islamic Account" option may be available under a proper written inquiry for certain Account Types. The list of Accounts which may have "Islamic Account" option is on the Company's Website.
- 2.10.2 A commission is charged from the Client for using the "Islamic account" option. The amount and terms of the commission are specified on the Contract Specifications section of the Company's Website.
- 2.10.3 The Company reserves the right to suspend the Client's use of the "Islamic account" option on any Account if improprieties by the Client are revealed.

#### Spread

- 2.11 Spread is variable but on certain Type of Trading Account it might be fixed for a number of Financial Instruments in a time of Normal Market Conditions.
- 2.12 Minimal Spreads are specified in the "Contract Specifications" section of the Company's Website.
- 2.13 Spreads may be changed at any time due to:
- a) Abnormal Market Conditions;
  - b) Emergency Situation;
  - c) Force Majeure circumstances.

#### Leverage

- 2.14 The Company may provide Leverage to the Client for entering into transactions in Financial Instruments. Leverage is specified on the Company's Website in the "Trading Conditions" section.
- 2.15 Leverage may be changed at any time due to:
- a) Abnormal Market Conditions;
  - b) Emergency Situation;
  - c) Force Majeure circumstances;
  - d) Equity reaching the level specified on the Company's Website;
- 2.16 The Company may apply clause 2.15 to the already Opened Positions as well as to the newly Opened Positions.
- 2.17 Notwithstanding the provisions of clause 2.15 above, the Company reserves the right to change the Leverage for specific Clients at its own discretion and at any time having informed the Client either verbally or in writing.

#### Provision of Quotes

- 2.18 The Company shall provide the Client with Quotes in accordance with these Regulations.
- 2.19 Quotes displayed on the Company's Website are indicative.

#### Quote Base synchronization

- 2.20 Should there be an unforeseen break in the Server's Quotes Flow caused by the software or hardware failure, the Company shall have the right to synchronize the Quote Base on the Server with other sources. These sources can include:
- a) the Quote Base on the Demo Server;
  - b) any other source of Quotes.
- If a disputed situation arises concerning a break in the Quotes Flow, all decisions will be made in accordance with the synchronized Quote Base.

#### Transfer of inactive Trading Accounts to the archive

- 2.21 The Client acknowledges that the Company may transfer inactive Trading Accounts to the archive. The Client's Inactive Account shall be transferred from the Trading Platform to the archive, resulting in the Client's access and ability to complete any Operations being blocked, but all Account History being saved.
- 2.22 The Client can restore an archived Trading Account by giving request for restoring to the Company by phone.
- 2.23 The Company shall restore the Trading Account within 3 (three) Business Days of receiving the request to restore a Trading Account from the archive.
- 2.24 The Company shall give the Client a written notice the day the Trading Account has been restored.

#### Deletion of Trading Account History

- 2.25 The Company reserves the right to delete from Account's History Pending Orders that had been canceled either by the Client or the Company one (1) week after the cancellation.

#### Commissions, Charges and Other Costs

- 2.26 The Client undertakes to pay the Company the commissions, set out in the Contract Specifications section on the Company's Website and other costs which may arise in relation to the provision by the Company of the Services to the Client in accordance with the Regulatory Documents or the Terms.
- 2.27 The Company may change commissions, charges and other costs without giving the Client prior written notification. All changes are displayed on the Company's Website.
- 2.28 Subject to compliance with all applicable rules and regulations, the Company shall not be under any obligation to disclose to, or provide the Client with, any report of benefits, profits, commissions or other remunerations made or received by the Company on any Trading Operations of the Client, unless otherwise set forth herein or in the Terms.

#### Margin

- 2.29 The Client undertakes to deposit to and maintain on their Account the amount equal to the Initial Margin and/or Hedged Margin as specified by the Company. The amount of Initial Margin and/or Hedged Margin shall be published in the "Contract Specifications" section of the Company's Website. The Company shall not be responsible for Stop Out occurring as a result of funds not being transferred to the Client's Account in a timely manner.
- 2.30 The Client shall ensure availability of the amount of Initial and/or Hedged Margin by the moment of opening a Position.
- 2.31 The size of the Initial, Current, or Hedged Margin may change at any time due to:
- a) Abnormal Market Conditions;
  - b) an Emergency Situation;
  - c) Force Majeure circumstances.

### 3 Opening a Position

- 3.1 The Client shall specify the following to give an Order to open a Position:
- a) name of the Financial Instrument;
  - b) the volume of the Trading Operation.
- 3.2 To open a Position via the Trading Platform without using an Expert Advisor, the Client must press the "Buy" or "Sell" button at the moment the Client is satisfied with the prices in the Company's Quotes Flow.
- 3.3 To open a Position via the Trading Platform using an Expert Advisor, the Advisor generates a Request. Should the Company offer a Quote that differs from the Expert Advisor's Quote by no more than the Slippage value, the Expert Advisor shall send a Mandate to the Server to open a Position at the Quote offered by the Company.

#### Processing and Execution of Orders to open a Position

- 3.4 Once the Server receives the Client's Order to open a Position, it automatically checks whether the Free Margin is sufficient to open the Position:
- the new Position is provisionally added to the list of Open Positions;
  - the new Current Margin ("New Margin") for the Client's aggregate Position, including the provisionally added new Position, is calculated at the current market prices at the moment of verification. For Locked Positions, the "Hedged Margin" parameter is used, and for all non-locked Positions, "Initial Margin" is used, which is calculated for each Financial Instrument in accordance with the Contract Specifications (taking into account the price of the transaction executed, Position volume, type of Financial Instrument, and the Leverage of the Account for certain Financial Instruments);
  - Floating Profit/Loss on all Open Positions, including the provisionally added new Position, is calculated at the current market prices;
  - The new "Free Margin" is calculated in accordance with the following formula:  $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$ ;
  - If, after completing calculations for the new Position mentioned above, the:
    - Free Margin is more than or equal to zero and the aggregate Client Position, including the provisionally added new Position, does not exceed the limits set for this Type of Account, the Position will be opened. This opening will be accompanied by a corresponding record in the Server Log-File;
    - Free Margin is more than or equal to zero and the aggregate Client Position, including the provisionally added new Position, exceeds the limits set for this Type of Account, the Position will not be opened
    - Free Margin is less than zero, the Company then has the right to decline the Order to open a Position.
- 3.5 The Company may execute a Client's Order with the new price available on the market if the Current Quote changes while processing a Client's Order.
- 3.6 An Order to open a Position shall be deemed executed and the Position shall be deemed Open once the corresponding record appears in the Server Log-File.
- 3.7 Each Open Position in the Trading Platform is assigned with a Ticker.
- 3.8 An Order to open a Position shall be declined by the Company if it precedes the first Quote for this Financial Instrument in the Trading Platform at Market Opening. In this case, the "Off quotes" message will appear in the Client Terminal window.

#### 4 Closing a Position

- 4.1 The Client shall specify the following to give an Order to close a Position:
- Ticker of the Position to be closed;
  - the volume of the Trading Operation.

#### Financial Instruments Quoted by Instant Execution

- 4.2 To close a Position via the Trading Platform without using an Expert Advisor, the Client must press the "Close..." button at the moment the Client is satisfied with the prices in the Company's Quotes Flow.
- 4.3 To close a Position via the Trading Platform using an Expert Advisor, the Order to close a Position shall be given at the Current Quote.
- 4.4 Should the Company offer a Quote that differs from the Expert Advisor's Quote no more than the Slippage value, the Expert Advisor shall send an Order to the Server to close the Position at the Quote offered by the Company.

#### Processing and Execution of Orders to close a Position

- 4.5 The Company shall have the right to quote a new price if the Current Quote changes while processing a Client's Order. In this case, the "Requote" window will appear. If the Client is satisfied with the new price, the Client should press the "OK" button within 3 seconds while the Quote is valid. The Order will be sent to the Server again and the Server will start the process of verification as set out in the clause 2.2. If the Client does not press the "OK" button within 3 seconds, the Quote becomes invalid and this will be considered as a refusal by the Client to close the Position. If the Maximum Deviation value is set above zero and the difference between the previous and the new Quote offered by the Company, is lower or equal to the value indicated for the Maximum Deviation, the Server will not provide the Client Terminal with a new Quote and closes the Position. Therefore the new closing Price, in the predefined range, can be both worse or better than the previous Quote.

- 4.6 If the list of Open Positions on a Trading Account includes two or more Locked Positions, then once an Order to close one of them has been generated, the additional "Close By" option will appear in the "Type" drop-down list. If the Client chooses this option, a list of opposite Open Position(s) will appear. Once the Client selects a Position, the "Close#... by#" button will be enabled. By pressing this button, the Client closes Locked Positions of the same volume or partially closes two Locked Positions of different volumes. The smaller Position and equivalent part of the larger Position will be closed, and a new Open Position will be generated in the same direction as the larger Position and assigned with a new Ticker.
- 4.7 An Order to close a Position shall be deemed executed and the Position shall be deemed Closed once the corresponding record appears in the Server Log-File.
- 4.8 An Order to close a Position shall be declined by the Company if it precedes the first Quote for this Financial Instrument in the Trading Platform at Market Opening. In this case, the "Off quotes" message will appear in the Client Terminal window.
- 4.9 An Order to close a Position shall be declined by the Company if it is sent to be processed while a Stop Loss or Take Profit Order for this Position is in the queue to be executed. In this case, an "Off quotes" message will appear in the Client Terminal window.

## 5 Orders

### Order Types in the Trading Platform

- 5.1 The following Orders (Pending Orders) may be used to open a Position in the Trading Platform:
- a) "Buy Stop" – an Order to open a Long Position at a price higher than the current price at the time the Order is placed;
  - b) "Sell Stop" – an Order to open a Short Position at a price lower than the current price at the time the Order is placed;
  - c) "Buy Limit" – an Order to open a Long Position at a price lower than the current price at the time the Order is placed;
  - d) "Sell Limit" – an Order to open a Short Position at a price higher than the current price at the time the Order is placed.
  - e) "Buy Stop Limit" is a hybrid Order involving placing Stop Order for placing Limit Order for buying (Buy Limit). Stop level should be placed higher than current Ask price and price of Stop Limit should be lower than Stop level.
  - f) "Sell Stop Limit" is a hybrid Order involving placing Stop Order for placing Limit Order for selling (Sell Limit). Stop level should be placed lower than current Bid price and price of Stop Limit should be higher than Stop level
- 5.2 The following Orders may be used to close a Position:
- a) "Stop Loss" – an Order to close a previously Opened Position at a price less profitable for the Client than the price at the moment of placing the Order;
  - b) "Take Profit" – an Order to close a previously Opened Position at a price more profitable for the Client than the price at the moment of placing the Order;
  - c) "If-Done Order" – Stop Loss and/or Take Profit Orders which are activated only after their corresponding Pending Order has been executed.

### Order timing and duration

- 5.3 The Client may only place, modify or delete Orders within the trading hours for the relevant Financial Instrument. The trading hours for each Financial Instrument are indicated in the Contract Specifications.
- 5.4 Pending Orders on Financial Instruments which are traded 24 hours a day have "GTC" ("Good Till Cancelled") status. The Client can set a concrete expiry date and time in the "Expiry" field; otherwise the Order will be executed after an indefinite period. Order status for each type of Financial Instrument shall be specified in the Contract Specifications in Trading Platform.
- 5.5 Stop Loss and Take Profit Orders on all Financial Instruments have "GTC" status ("Good Till Cancelled") and are considered for an indefinite period.

### Procedure for Placing an Order

- 5.6 To give a Mandate to place a Pending Order, the Client shall specify the following required parameters:
- a) Financial Instrument;
  - b) volume of the Trading Operation;
  - c) Order Type (Buy Stop, Buy Limit, Sell Stop, or Sell Limit);
  - d) Order Level.
- The Client may also set the following optional parameters:
- a) Stop Loss Level. "0.0000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);

- b) Take Profit Level. "0.0000" means that Take Profit has not been placed (or has been deleted if it was placed earlier);
- c) Pending Order expiry date and time.

5.7 The Mandate will be declined if:

- a) any of the required parameters are not specified or are incorrect;
- b) any of the optional parameters are incorrect;
- c) the Orders are placed via the Client Terminal without using an Expert Advisor. In this case, the "Invalid S/L or T/P" error message will appear;
- d) the Client's Trading Account has limits in respect of the total number of Pending Orders and the Order exceeds these limits. The "Trade is disabled" message will appear when the Client tries to place a Pending Order in the Client Terminal without using an Expert Advisor.

5.8 To give a Mandate to place a Stop Loss or Take Profit Orders the Client shall specify the following parameters:

- a) Ticker of the Open Position in relation to which the Orders are given;
- b) Stop Loss Level. "0.0000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);
- c) Take Profit Level. "0.0000" means that Take Profit has not been placed (or has been deleted if it was placed earlier).

If any of the parameters is incorrect when placing a Pending Order via the Client Terminal without using an Expert Advisor, the Order will be declined and the "Modify..." button will remain inactive.

5.9 To give a Mandate to place If-Done Orders on a Pending Order, the Client shall specify the following parameters:

- a) Ticker of the Pending Order for which the If-Done Orders are intended;
- b) Stop Loss Level. "0.0000" means that a Stop Loss has not been placed (or has been deleted if it was placed earlier);
- c) Take Profit Level. "0.0000" means that a Take Profit has not been placed (or has been deleted if it was placed earlier).

If any of the parameters is incorrect when placing a Pending Order via the Client Terminal without using an Expert Advisor, the Order will be declined and the "Modify..." button will remain inactive.

5.10 When giving a Mandate to place Stop Loss and/or Take Profit Orders on an Open Position or Pending Order, the difference in Pips between the Pending Order Level and the current market price must be no less than the "Limit & Stop Levels" parameter indicated for each Financial Instrument in the Contract Specifications, and the following conditions must be satisfied:

- a) for a Stop Loss Order on a Short Position: the Ask price is considered as the current market price and the Order must be placed no lower than the Ask price plus the "Limit & Stop Levels" value set for corresponding Financial Instrument;
- b) for a Take Profit Order on a Short Position: the Ask price is considered as the current market price and the Order must be placed no higher than the Ask price minus the "Limit & Stop Levels" value set for corresponding Financial Instrument;
- c) for a Stop Loss Order on a Long Position: the Bid price is considered as the current market price and the Order must be placed no higher than the Bid price minus the "Limit & Stop Levels" value set for corresponding Financial Instrument;
- d) for a Take Profit Order on a Long Position: the Bid price is considered as the current market price and the Order must be placed no lower than the Bid price plus the "Limit & Stop Levels" value set for corresponding Financial Instrument;
- e) for a Buy Limit Order: the Ask price is considered as the current market price and the Order must be placed no higher than the Ask price minus the "Limit & Stop Levels" value set for corresponding Financial Instrument;
- f) for a Buy Stop Order: the Ask price is considered as the current market price and the Order must be placed no lower than the Ask price plus the "Limit & Stop Levels" value set for corresponding Financial Instrument;
- g) for a Sell Limit Order: the Bid price is considered as the current market price and the Order must be placed no lower than the Bid price plus the "Limit & Stop Levels" value set for corresponding Financial Instrument;
- h) for a Sell Stop Order: the Bid price is considered as the current market price and the Order must be placed no higher than the Bid price minus the "Limit & Stop Levels" value set for corresponding Financial Instrument.

5.11 A Mandate to place an Order shall be deemed executed and the Order shall be deemed placed once the corresponding record appears in the Server Log-File.

5.12 Each Pending Order is assigned with a Ticker.

5.13 A Mandate to place an Order shall be declined by the Company if it precedes the first Quote for this Financial Instrument in the Trading Platform at Market Opening. In this case, the "Market is closed" message will appear in the Client Terminal window.

- 5.14 The Company shall have the right to decline a Mandate to place an Order should, while processing this Mandate, the Current Quote reach a level at which at least one of the conditions of either clause 5.8 or 5.9 be breached.

#### Order Modification and deletion

- 5.15 To give a Mandate to modify Pending Order parameters (the Level of the Pending Order and/or If-Done Orders), the Client shall specify the following required parameters:
- a) Ticker;
  - b) Pending Order Level;
  - c) Stop Loss Level. "0.00000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);
  - d) Take Profit Level. "0.00000" means that Take Profit has not been placed (or has been deleted if it was placed earlier).
- If any of the parameters is incorrect when placing/modifying/deleting an Order via the Client Terminal without using an Expert Advisor, the Mandate will be declined and the "Modify..." button will remain inactive.
- 5.16 To give a Mandate to modify Stop Loss and Take Profit Orders on an Open Position, the Client shall specify the following required parameters:
- a) Ticker;
  - b) Stop Loss Level. "0.00000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);
  - c) Take Profit Level. "0.00000" means that Take Profit has not been placed (or has been deleted if it was placed earlier).
- If any of the parameters is incorrect when placing/modifying/deleting Orders via the Client Terminal without using an Expert Advisor, the Mandate will be declined and the "Modify..." button will remain inactive.
- 5.17 A Mandate to modify or delete an Order shall be deemed executed and the Order shall be deemed modified or deleted once the corresponding record appears in the Server Log-File.
- 5.18 A Mandate to modify or delete an Order shall be declined by the Company if it precedes the first Quote for this Financial Instrument in the Trading Platform at Market Opening. In this case, an "Off quotes" message will appear in the Client Terminal window.
- 5.19 The Company shall have the right to decline a Mandate to modify or delete an Order should, while processing, the Order be placed in the queue to be executed in accordance with clause 5.21.
- 5.20 Should the processing of a Mandate to modify or delete an Order be completed only after the Order is placed in the queue to be executed in accordance with clause 5.21, the Company shall have the right to cancel the modification or deletion of the Order.

#### Order Execution

- 5.21 The Order will be placed in the queue to be executed in the following cases:
- a) A Take Profit on an Open Long Position is placed in the queue to be executed if the Bid price in the Quotes Flow becomes equal to or higher than the Order Level;
  - b) A Stop Loss on an Open Long Position is placed in the queue to be executed if the Bid price in the Quotes Flow becomes equal to or lower than the Order Level;
  - c) A Take Profit on an Open Short Position is placed in the queue to be executed if the Ask price in the Quotes Flow becomes equal to or lower than the Order Level;
  - d) A Stop Loss on an Open Short Position is placed in the queue to be executed if the Ask price in the Quotes Flow becomes equal to or higher than the Order Level;
  - e) A Buy Limit is placed in the queue to be executed if the Ask price in the Quotes Flow becomes equal to or lower than the Order Level;
  - f) A Sell Limit is placed in the queue to be executed if the Bid price in the Quotes Flow becomes equal to or higher than the Order Level;
  - g) A Buy Stop is placed in the queue to be executed if the Ask price in the Quotes Flow becomes equal to or higher than the Order Level;
  - h) A Sell Stop is placed in the queue to be executed if the Bid price in the Quotes Flow becomes equal to or lower than the Order Level.
- 5.22 Once the Pending Order is placed in the queue in order to be executed, the Server automatically checks whether the Free Margin is sufficient to open the Position:
- a) The new Position opened under this Pending Order is provisionally added to the list of Open Positions;
  - b) The new Current Margin ("New Margin") for the Client's aggregate Position, including the provisionally added new Position, is calculated at the current market prices at the moment of verification. For Locked Positions, the "Hedged Margin" parameter is used, and for all non-locked Positions, "Initial Margin" is used, which is calculated for each Financial Instrument in accordance with the Contract Specifications (taking into account the price of the transaction executed, Position volume, type of Financial Instrument, and the Leverage of the Account for certain Financial Instruments).

- c) Floating Profit/Loss on all Open Positions, including the provisionally added new Position, is calculated at the current market prices;
- d) The new "Free Margin" is calculated based on the following formula: Free Margin = Balance – New Margin + Floating Profit - Floating Loss;
- e) If, after completing calculations for the new Position mentioned above, the:
- Free Margin is more than or equal to zero and the aggregate Client Position, including the provisionally added new Position, does not exceed the limits set for this Type of Account, the Order will be executed and the Position will be opened. This opening will be accompanied by a corresponding record in the Server Log-File and the Position opened will hold the same Ticker as the Pending Order that opened the Position;
  - Free Margin is more than or equal to zero and the aggregate Client Position, including the provisionally added new Position, exceeds the limits set for this Type of Account, the Order will be canceled. This cancellation will be accompanied by a corresponding record in the Server Log-File;
  - Free Margin is less than zero, the Company then has the right to decline the Mandate to open the Position and delete the Pending Order.

- 5.23 An Order is deemed executed once the corresponding record appears in the Server Log-File.
- 5.24 All Pending Orders and "If-Done" Orders are executed by the Company at the stated price or at the price available at the moment of execution. The price at which the Order is executed may differ from the Order Level.
- 5.25 If the Order Level of a Pending Order or "If- Done" Order falls within a Price Gap at Market Opening or in the Quotes Flow, the Order will be filled by the Company at the stated price or the price available at the moment of execution. The price at which the Order is executed may differ from the Order Level.

## 6 Stop Out

- 6.1 The Company reserves the right to close the Client's Open Positions without the consent of the Client or any prior notification if the Client's Margin Level falls below the Stop Out level. Stop Out levels are indicated on the Company's site in the "Forex Trading" section.
- 6.2 The Margin Level is monitored by the Server. In the event that the conditions of clause 6.1 are fulfilled, the Server will generate a Mandate to forcefully close a Position (Stop Out). A Stop Out is executed at the market Quote in the order of priority in the queue of Client Mandates. The Client agrees that the price at which the Order is executed may be different from the Quote at which the Stop Out Order was generated.
- 6.3 The current state of the Client's Trading Account is controlled by the Server via the Trading Platform, which automatically closes Client's Open Positions without giving prior notice to the Client if the Margin Level decreases to 25% or 35% or 50%, depending on the Type of the Account  $((\text{Balance} + \text{Floating Profit} - \text{Floating Loss}) / \text{Margin} * 100\% \leq 20\%/35\%/50\%)$ , or in case of failure to comply with the Margin Level requirements set out in clause 2.29
- 6.4 Should the Client have several Open Positions, the first Position to be placed in the queue for involuntary closure is the Position with the highest Floating Loss.
- 6.5 Should the execution of Stop Out result in negative Balance on the Client's Trading Account, there shall be compensation made to bring the Balance to zero amount.
- 6.6 Should the execution of Stop Out result in a negative Balance on the Client's Trading Account and there are credit funds on this Trading Account, the Company shall have the right to bring the negative Balance to 0 at the expense of the credit funds.
- 6.7 The Company shall have the right to forcefully close any of the Open Positions of the Client without prior notification should it be required when handling a Dispute in accordance with clause 9 hereof.

## 7 Communications

- 7.1 The terms for the exchange of notifications between the Client and the Company are set forth in the Terms.
- 7.2 Special terms for giving Mandates and Orders by phone
- 7.2.1 The primary means of communication for the purposes of giving Mandates and Orders to the Company shall be the Trading Platform.
- 7.2.2 In case of any technical deficiencies of the internet communication channel and/or any software the Client for the purposes of giving Mandates and/or Orders to the Company may use the phone with the restrictions provided for in these Regulations.
- 7.2.3 The phone number through which the Client may give Mandates and/or Orders is sent to the Client by the Company via email after opening an Account.
- 7.2.4 A telephone connection may be used:
- a) by any Client for closing current Positions and/or placing Stop Loss and/or Take Profit Orders, to receive information about the current market price – for each Client;
  - b) for opening a Position in a volume greater than 5 Lots (500 000 Base Currency units) for Clients with any deposit or for opening a Position in any volume for Clients with deposits of more than 10,000 USD.

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- 7.2.5 Client authorization:
- a) As soon as the connection is established, the Client communicates to the Company their full name, login, and telephone password;
  - b) In case of successful authorization, the Client will receive confirmation from the Company that the Client has been authorized for making an Operation; otherwise, any communication from the Client will not be accepted.
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- 7.2.6 Closing Position:
- a) The Client names the Position Ticker, the volume, Financial Instrument and asks the price;
  - b) When the price is communicated, the Client should immediately make a decision to close a Position or reject the Trading Operation.
  - c) The executed Trading Operation should be confirmed by the Company to the Client.
- 
- 7.2.7 Opening Position:
- a) The Client asks the Company the price of the Financial Instrument and communicates the volume of the Trading Operation;
  - b) the Company informs the Client about the current Bid/Ask prices for the Financial Instrument;
  - c) The Client gives an Order to sell or to buy the Financial Instrument, communicating the name of the Financial Instrument, the number of Lots and the price;
  - d) the Company confirms that the Order has been executed and communicates the Financial Instrument subject of such Trading Operation, number of Lots, the price, and Ticker;
  - e) In case of any changes in the price before the Client gives an Order, the Company may propose to the Client a new price, and the Client may either accept such new price or refuse to enter into the Trading Operation;
  - f) The Trading Operation shall be considered executed as from the moment when the Client says "Buy/Sell".
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- 7.2.8 Placing Pending Orders:
- a) The Client names the Financial Instrument, the volume, type of Pending Order and price of placing the Order;
  - b) the Company confirms that the Order has been placed, communicates the name of the Financial Instrument, number of Lots, price and Ticker;
  - c) The Order shall be considered accepted by the Company when the Client confirms placing the Pending Order.
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- 7.2.9 If during the process of opening/closing a Position the Client does not make a decision after having received prices, or has made a Quotes Request and receives confirmation from the Company but has kept silent for 8–10 seconds, the Company has the right to hang up.

## 8 Dispute Resolution

### Complaint Procedure

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- 8.1 Should any Dispute arise where the Client reasonably believes that the Company, as a result of any action or failure to act, breaches one or more terms of these Regulations, the Client shall have the right to lodge a complaint against the Company. Complaints should be received by the Company within 24 hours of the grievance arising.
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- 8.2 To file any complaint, the Client should complete the standard communication form in Profile Area or send duly completed form to official Company's E-mail. All complaints filed through any other method (forum, telephone, fax, etc.) will not be taken under consideration. All subsequent correspondence will be conducted in the Profile Area or via e-mail.
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- 8.3 A complaint must include:
- a) the Client's name and surname (or company name if the Client is a legal entity);
  - b) the Client's login to the Trading Platform;
  - c) the date and time of the complaint's origin (in accordance with the Server Time Zone);
  - d) Tickers of all disputed Positions and/or Pending Orders;
  - e) a description of the Dispute, supported by reference to these Regulations.
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- 8.4 The complaint must not include:
- a) emotional description/appraisal of the Dispute;
  - b) offensive language;
  - c) obscenities or expletives.
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- 8.5 The Company shall have the right to reject a complaint if any of clauses 8.1, 8.2, 8.3 and 8.4 have been breached.

#### Server Log-File

- 8.6 The Server Log-File shall be the main source of information in the case of any Dispute. Information from the Server Log-File has absolute priority over all other arguments in consideration of the Dispute, including the Client Terminal Log-File.
- 8.7 Should there be no relevant record in the Server Log-File supporting the Client's grounds for the complaint, an argument referencing the existence of such a record shall be considered invalid.

#### Dispute resolution

- 8.8 The Company may resolve all Disputes by:
- a) crediting/debiting compensation to/from the Client's Trading Account, accompanied by a corresponding note;
  - b) reopening erroneously Closed Positions;
  - c) deleting erroneously Opened Positions or placed Orders.
- 8.9 Dispute resolution shall be at the sole discretion of the Company, that in each case shall have the right to choose one of the methods described in clause 9 of these Regulations of Trading Operations.
- 8.10 Disputes not covered under these Regulations of Trading Operations shall be resolved in accordance with common market practice and the Company's judgment on a fair resolution of the Dispute.
- 8.11 Should the Quotes Flow be interrupted due to software and/or hardware failure and/or any failure on the side of Liquidity Providers, all decisions in respect of the Dispute shall be made based on synchronized Quotes in accordance with clause 2.20 of these Regulations.
- 8.12 The Company shall not be liable to the Client if, for any reason, the Client has received less profit than the Client had hoped for or has incurred a loss as a result of an uncompleted action which the Client had intended to complete.
- 8.13 The Company shall not indemnify the Client for any circumstantial or non-pecuniary damage (emotional distress etc.).
- 8.14 The Company shall consider Client's complaint within the shortest possible period of time. The reply from the Company stating that the complaint has been received and is being processed is a confirmation of the acceptance of the complaint. The longest possible period of complaint consideration shall be ten (10) Business Days after the acceptance. The Client will receive a confirmation email generated by the automatic mail tracking system. In some situations, the complaint consideration process may be extended.
- 8.15 The Company shall take all necessary steps to settle the Dispute in accordance with clauses 8.8, 8.9 immediately, but in any case, no later than ten (10) Business Days after the decision regarding the Dispute is made.

#### Complaint Rejection

- 8.16 If the Client has been notified of the routine maintenance on the Server in advance by Trading Platform internal mail or any other method, complaints filed concerning any unexecuted Mandates given during such maintenance shall not be accepted. The fact that the Client did not receive a notification shall not constitute grounds for a complaint.
- 8.17 Complaints concerning Order execution time shall not be accepted, regardless of how long the Company took to execute the Order and how long it took before the record of Order execution appeared in the Server Log-File, provided that clause 5.21 has not been breached.
- 8.18 Complaints concerning the financial results of Trading Operations made using temporary excess Free Margin on a Trading Account, gained as a result of a profitable Position (later cancelled by the Company) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error by the Company, shall not be accepted.
- 8.19 Any references made by the Client to Quotes of other companies or informational systems during the process of reviewing the Dispute are irrelevant and shall not be taken into consideration.
- 8.20 If the Client is not satisfied with the result of the Company's review of a disputed situation, the Dispute shall be settled in accordance with the procedure set forth in the Terms.

## 9 Typical Disputes and Handling Procedures

- 9.1 The Company shall have the right to independently initiate a review and resolution of a Dispute in accordance with these Regulations. The maximum period for considering a Dispute and taking steps towards resolution is ten (10) Business Days.

#### Placement and Modification of Pending and If-Done Order

- 9.2 Pending Orders and/or If-Done Orders are considered to be erroneously placed or modified in the following cases:

- a) the Order precedes the first Quote for corresponding Financial Instrument in the Trading Platform at Market Opening;
- b) due to the Spike, a wrong Pending Order level positioning is issued (a breach of clause 5.10) relatively to the last Quote prior to the Spike and this Quote is not considered as such;
- c) the Order is placed or modified in breach of the clause 5.9 or 5.10 due to a Manifest Error on the part of the Company;
- d) the Order is placed or modified in breach of the clause 5.9 or 5.10 due to a failure in the software of the Trading Platform.

In these cases, the Company, pursuant to the clause 9.1 of these Regulations or after the recognition of the Client's complaint as reasonable shall:

- a) delete the Pending Order if it has not been executed as of the moment of taking a decision;
- b) delete the Position opened as a result of this Pending Order.

9.3 If the Pending Order is placed in the queue to be executed, but the Company erroneously confirms its modification, then the Company shall have the right to trigger this Pending Order at the level set before the last modification.

9.4 No complaints shall be accepted should the Client be unable to place a Pending Order or modify the Levels of Pending Orders and/or If-Done Orders:

- a) because of a poor Internet connection on the side of the Client or the Server and in the absence of records in the Server Log-File to prove the Client's attempt(s) to give such an Order;
- b) due to the Spike, a wrong Pending Order level positioning is issued (a breach of clause 5.10) relatively to the last Quote prior to the Spike and this Quote is not considered as such.
- c) if the Order precedes the first Quote for this Financial Instrument in the Trading Platform at Market Opening;
- d) as a result of a Manifest Error on the part of the Company or if the Company has not processed the Client's Mandate, and there are no records in the Server Log-File to prove the Client's attempt(s) to give such an Order;
- e) due to the failure of the Trading Platform software and/or hardware and the absence of records in the Server Log-File to prove the Client's attempt(s) to give such an Order.

9.5 No complaints shall be accepted should the Client be unable to place a Pending Order or modify the Levels of Pending and/or If-Done Orders if the Pending Order has been already placed in the queue to be executed.

9.6 Should the Company not execute a Mandate to place a Pending Order or modify the Levels of the Pending Order and/or If-Done Orders:

- a) because of a poor Internet connection on the side of the Client or the Server;
- b) as a result of a Manifest Error on the part of the Company;
- c) due to the failure of the Trading Platform software and/or hardware, and next conditions are satisfied in the same time:
- d) the Server Log-File has record(s) to prove the Client's attempt(s) to give such an Mandate, and
- e) it is the latest attempt to place a Pending Order or modify the Level of the Pending Order and/or If-Done Orders.

9.7 Then the Company shall execute this Mandate to place a Pending Order or modify the Levels of Pending Order and/or If-Done Orders once the Client's complaint has been judged reasonable.

9.8 During the process of Dispute resolution, the Company shall have the right to trigger the Pending and If-Done Orders in the chronological order they would have been triggered, had the Client's Mandate been executed at the time it was received by the Server.

9.9 The Client acknowledges that the Client will not be able to manage the Pending Order or Position while the Dispute regarding this Pending Order or Position is under consideration and that no complaints concerning this matter shall be accepted.

9.10 The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and that the Mandate has been executed. The Client shall accept full responsibility for all risks in this respect.

#### Deletion of Pending Orders

9.11 If a Pending Order is placed in the queue to be executed, but the Company has executed the Mandate to delete the Pending Order, then the Company shall have the right to delete the Order.

9.12 If the Server Log-File has recorded the Client's attempt(s) to delete a Pending Order, but the Order has not been deleted:

- a) on account of the Company has not executed the Client's Mandate to delete the Pending Order;
- b) as a result of a Manifest Error on the part of the Company;

- c) because the Pending Order has been placed in the queue to be executed at an Error Quote (Spike);
- d) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;
- e) because of a poor Internet connection on the side of the Client or the Server, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after the recognition of the Client's complaint as reasonable;

The Company shall:

- delete the Pending Order if by the moment of taking a decision under the claim it has not been triggered; or
- delete the Position opened as a result of the Pending Order's execution.

9.13 No complaints shall be accepted should the Client be unable to delete a Pending Order:

- a) before the first Quote for this Financial Instrument appears in the Trading Platform at Market Opening;
- b) after the Pending Order has been placed in the queue to be executed;
- c) in the absence of records in the Server Log-File to prove the Client's attempt(s) to give such a Mandate.

9.14 Should a Pending Order be deleted by mistake:

- a) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;
- b) because of insufficient Free Margin to open the Position as a result of an Error Quote (Spike) in the Quotes Flow at which Floating Profit/Loss for Open Positions has been calculated;
- c) because of insufficient Free Margin to open a Position as a result of a Dispute concerning another Order or Position (only if the complaint concerning another Order or Position was judged reasonable by the Company).

The Pending Order shall not be restored and no complaints concerning this matter shall be accepted.

#### Execution of Pending Order

9.15 If a Pending Order has been erroneously executed:

- a) at an Error Quote (Spike); or
- b) as a result of a Manifest Error on the part of the Company;
- c) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;

The Company shall have the right, in accordance with clause 9.1 of these Regulations or after the recognition of the Client's complaint as reasonable, to delete the Position opened as a result of the erroneous execution of a Pending Order and:

- d) to restore the erroneously executed Order if, during the decision process, the Level of the Pending Order is positioned correctly relative to the current market price (clause 5.9);
- e) to cancel the erroneously executed Order if, during the decision process, the Level of the Pending Order is positioned incorrectly relative to the current market price (clause 5.9). In this case, no Client complaints concerning this matter shall be accepted.

9.16 Should the Company erroneously execute a Pending Order at a price different from the price at which the Company should have executed it in accordance with clauses 5.24–5.25, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after the recognition of the Client's complaint as reasonable, the Company shall credit/debit the Client's Trading Account with the difference between the financial results of opening a Position at the actual opening price and opening a Position at the price at which the Order should have been executed in accordance with clauses 5.24–5.25.

9.17 If the Company, in accordance with clause 5.25, had the right to trigger a Buy Stop or Sell Stop Order at the first Quote after the Price Gap, but the Company executed it at the Pending Order Level; and the Company initiates the process of Dispute resolution in accordance with clause 9.1, the Company shall have the right to withdraw from the Client's Trading Account the difference between the financial results of opening a Position at the Pending Order Level and opening a Position at the first Quote after the Price Gap.

9.18 If the Company, in accordance with the clause 5.25 should have triggered a Buy Limit or a Sell Limit Order at the first Quote after the Price Gap, but executed it at the Pending Order Level; and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after the recognition of the Client's complaint as reasonable, the Company shall indemnify the difference between the financial results of opening a Position at the Pending Order Level and opening a Position at the first Quote after the Price Gap.

9.19 Should the Client believe that the Pending Order was erroneously executed, the Client shall, before filing a complaint:

- a) delete the Pending Order;
- b) open a Position at the Current Quote of the same volume, on the same Financial Instrument and in the same direction as the Pending Order which is the subject of the Dispute;

- c) lodge a complaint, specifying the Tickers of the Pending Order in question and of the Position opened in accordance with clause 9.15 (b).

The Company shall have the right to reject the Client's complaint should the Client fail to perform these actions.

9.20 Should the Client's complaint be judged reasonable, the Company shall credit/debit the difference between the financial results of opening a Position in accordance with clause 9.15 (b) and opening a Position at the price at which the Order should have been triggered in accordance with clause 5.23.

9.21 The Company needs a reasonable amount of time not exceeding three minutes to execute Client Orders. Before lodging a complaint in accordance with clause 9.15, the Client should be certain that there has been sufficient time to execute the Order.

9.22 No complaints shall be accepted if the Pending Order has not been executed:

- a) at Error Quote (Spike);
- b) because of insufficient Free Margin to open a Position as a result of a Dispute concerning another Order or Position (only if the complaint concerning another Order or Position was judged reasonable by the Company). In this case, the Pending Order shall be cancelled automatically and will not be reopened;
- c) in the case that the aggregate Client Position would have exceeded preset limits specified for this Type of Account after the Order had been executed.

9.23 Should one or several Pending Orders from the same Trading Account be placed in the queue to be executed, the Company shall have the right to refuse to execute one or several Orders should the Free Margin be insufficient or the limits on the aggregate Client Position for this Type of Account are exceeded. Orders may be executed by the Company in a different order than that in the queue.

#### Procedure for Placing, Modifying and Deleting Stop Loss and Take Profit

9.24 If a Stop Loss or Take Profit Order was placed in the queue to be executed, but the Company erroneously confirmed its modification (deletion), the Company shall have the right to execute this Order at the level set prior to this erroneous modification (deletion).

9.25 No complaints shall be accepted should the Client be unable to place, modify or delete a Stop Loss or a Take Profit Order:

- a) because of a poor Internet connection on the side of the Client or the Server and in the absence of records in the Server Log-File to prove the Client's attempt(s) to give such a Mandate;
- b) due to the Spike, a wrong Pending Order level positioning is issued (a breach of clause 5.10) relatively to the last Quote prior to the Spike and this Quote is not considered as such;
- c) if the Order precedes the first Quote for this Financial Instrument in the Trading Platform at Market Opening;
- d) in breach of clause 5.10 as a result of a Manifest Error on the part of the Company or if the Company has not processed the Client's Mandate, and there are no records in the Server Log-File to prove the Client's attempt(s) to give such a Mandate;
- e) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware and the absence of records in the Server Log-File to prove the Client's attempt(s) to give such a Mandate.

9.26 No complaints shall be accepted should the Client be unable to modify or delete a Stop Loss or Take Profit Order if it has been placed in the queue to be executed.

9.27 If the Company has not executed the Mandate to place, modify or delete a Stop Loss or a Take Profit:

- a) because of a poor Internet connection on the side of the Client or the Server;
- b) as a result of a Manifest Error on the part of the Company;
- c) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware, and;
- d) the Server Log-File has record(s) to prove the Client's attempt(s) to give such a Mandate,
- e) it is the latest attempt to place, modify or delete the Stop Loss or the Take Profit Order, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after the recognition of the Client's complaint as reasonable, the Company shall execute the Mandate to place, modify or delete the Stop Loss or the Take Profit Order.

9.28 The Client acknowledges that the Client will not be able to manage the Position while the Dispute regarding this Position is under consideration and that no complaints concerning this matter shall be accepted.

9.29 The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Mandate has been executed. The Client shall accept full responsibility for all risks in this respect.

9.30 During the process of Dispute resolution, the Company shall have the right to trigger Stop Loss or Take Profit Orders in the chronological order they would have been triggered, had the Client's Mandate been executed at the time it was received by the Server.

- 9.31 Stop Loss and Take Profit Orders are considered to be erroneously placed or modified in the following cases:
- a) The Order precedes the first Quote for this Financial Instrument in the Trading Platform at Market Opening;
  - b) due to the Spike, a wrong Pending Order level positioning is issued (a breach of clause 5.10) relatively to the last Quote prior to the Spike and this Quote is not considered as such;
  - c) The Order is placed or modified in breach of clause 5.10 due to a Manifest Error on the part of the Company;
  - d) As a result of the failure, malfunction or misuse of the Trading Platform software and/or hardware.
- 9.32 If Stop Loss or Take Profit Orders are considered to be erroneously placed or modified, the Company shall have the right to delete the Order or cancel its last modification.
- 9.33 If the Company erroneously executes a Stop Loss or a Take Profit:
- a) at an Error Quote (Spike); or
  - b) because the Company makes a Manifest Error and clause 5.23 is breached; or
  - c) because of failure, malfunction or misuse of the Trading Platform software/hardware and clause 5.23 is breached, while carrying out a review in accordance with clause 9.1, or if the Client lodges a complaint which is recognized as reasonable;
- the Company has the right to reopen the erroneously Closed Position within 24 hours from the moment the Dispute arises.
- 9.34 The Client acknowledges and agrees that the Client will not be able to manage the Position while the Dispute in respect of this Position is being considered and no complaints in respect of this matter are accepted.
- 9.35 The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Mandate has been executed. The Client accepts full responsibility for all the risks in this respect.
- 9.36 If a Stop Loss or a Take Profit is not executed but should have been in accordance with clause 5.24, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after the recognition of the Client's complaint as reasonable, the Company shall have the right to:
- a) Close the Position at the Current Quote if it was not closed earlier; and
  - b) Credit/Debit the difference between the financial results of closing the Position at the actual closing price and closing the Position at the price at which the Order should have been triggered in accordance with clause 5.24.
- 9.37 The Company shall have the right to reject the complaint should the Client modify or delete the "Stop Loss" or "Take Profit" Order in question after the Dispute arises and before a decision on the complaint is made.
- 9.38 No complaints shall be accepted should a Stop Loss or a Take Profit Order not be executed at an Error Quote (Spike).
- 9.39 Should the Company execute a Stop Loss Order at a price which differs from the price at which the Order should have been executed in accordance with clause 5.24 and the Company initiates the process of Dispute resolution in accordance with clause 9.1, the Company shall have the right to withdraw from the Client's Trading Account the difference between the financial results of closing the Position at the actual closing price and closing the Position at the price at which the Order should have been triggered in accordance with clause 5.24.
- 9.40 Should the Company execute a Take Profit Order at a price which differs from the price at which the Order should have been executed in accordance with clause 5.24 and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after a reasonable Client-lodged complaint, the Company shall pay the Client the difference between the financial results of closing the Position at the actual closing price and closing the position at the price at which the Order should have been triggered in accordance with clause 5.24.
- 9.41 Should the Company execute a Stop Loss or Take Profit Order at a price which differs from the price at which the Order should have been executed in accordance with clauses 5.24, 5.25 and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after the recognition of the Client's complaint as reasonable, the Company shall credit/debit the Client's Trading Account with the difference between the financial results of closing the Position at the actual closing price and closing the Position at the price at which the Order should have been triggered in accordance with clauses 5.24, 5.25.

#### Execution of Stop Out

- 9.42 If the Company erroneously executes a Stop Out:
- a) at an Error Quote (Spike);
  - b) in breach of the clause 6.2 due to a Manifest Error on the part of the Company;
  - c) in breach of the clause 6.2 due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;

- d) because of insufficient Free Margin to open the Position as a result of an Error Quote (Spike) in the Quotes Flow at which Floating Profit/Loss for Open Positions has been calculated;
- e) because of insufficient Free Margin to open a Position as a result of a Dispute concerning another Order or Position (only if the complaint concerning another Order or Position was judged reasonable by the Company), while carrying out a review in accordance with clause 9.1, or after the recognition of the Client's complaint as reasonable;

the Company shall have the right to reopen the erroneously Closed Position.

- 9.43 The Client acknowledges that the Client will not be able to manage the Position while the Dispute regarding this Position is under consideration and that no complaints concerning this matter shall be accepted.
- 9.44 The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Mandate has been executed. The Client shall accept full responsibility for all risks in this respect.
- 9.45 During the process of Dispute resolution, the Company shall have the right to trigger Stop Loss or Take Profit Orders in the chronological order they would have been triggered, had Stop Out not been erroneously executed.
- 9.46 The Company needs a reasonable amount of time not exceeding three minutes to execute a Stop Out Order. No complaints concerning Order execution time shall be accepted, regardless of how long the Company took to execute the Mandate and how long it took before the record appeared in the Server Log-File, provided that clause 6.2 has not been breached.

#### Opening/closing a Position

- 9.47 No complaints shall be accepted should the Client be unable to open/close a Position:
  - a) because of a poor Internet connection on the side of the Client or the Server; and in the absence of records in the Server Log-File to prove the Client's attempt(s) to give such a Mandate;
  - b) at an Error Quote (Spike);
  - c) if the Mandate precedes the first Quote for this Financial Instrument in the Trading Platform at Market Opening;
  - d) as a result of a Manifest Error on the part of the Company or if the Company has not processed the Client's Mandate to open/close a Position, and there are no records in the Server Log-File to prove the Client's attempt(s) to give such a Mandate;
  - e) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware and absence of records in the Server Log-File to prove the Client's attempt(s) to give such a Mandate.
- 9.48 If the Company has not executed the Mandate to open a Position:
  - a) because of a poor Internet connection on the side of the Client or the Server;
  - b) as a result of a Manifest Error on the part of the Company;
  - c) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;

and the following conditions are satisfied in the same time:

  - d) the Server Log-File has record(s) to prove the Client's attempt(s) to give such an Mandate, and
  - e) it is the latest attempt to open a Position on this Financial Instrument, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after the recognition of the Client's complaint as reasonable;

the Company shall execute this Mandate to open a Position.
- 9.49 The Client acknowledges that the Client will not be able to manage the Position while the Dispute regarding this position is under consideration and that no complaints concerning this matter shall be accepted.
- 9.50 The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Mandate has been executed. The Client shall accept full responsibility for all risks in this respect.
- 9.51 During the process of Dispute resolution, the Company shall have the right to trigger Stop Loss or Take Profit Orders in the chronological order they would have been triggered, had the Client's Mandate been executed at the time it was received by the Server.
- 9.52 If the Company has not executed an Mandate to close a Position as a result of:
  - a) a poor Internet connection on the side of the Client or the Server;
  - b) a Manifest Error on the part of the Company;
  - c) the failure, malfunction or misuse of the Trading Platform software and/or hardware, and the following conditions are satisfied in the same time:
  - d) the Server Log-File has record(s) to prove the Client's attempt(s) to give such an Mandate, and
  - e) it is the latest attempt to open a Position on this Financial Instrument, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after the recognition of the Client's complaint as reasonable;

the Company shall execute this Mandate to close a Position.

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- 9.53 The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Mandate has been executed. The Client shall accept full responsibility for all risks in this respect.
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- 9.54 No complaints shall be accepted should the Client be unable to open a Position:
- a) because of insufficient Free Margin to open the Position as a result of an Error Quote (Spike) in the Quotes Flow at which Floating Profit/Loss for Open Positions has been calculated;
  - b) because of insufficient Free Margin to open a Position as a result of a Dispute concerning another Order or Position;
  - c) due to the limits on the aggregate Client Position and/or the total number of Orders placed for this Type of Account being exceeded.
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- 9.55 The Company shall have the right to delete an Open Position if:
- a) the Mandate to open the Position precedes the first Quote in the Trading Platform at Market Opening and the Company erroneously executes it at the closing price of the previous trading session;
  - b) the Company erroneously executes the Order to open the Position at an Error Quote (Spike);
  - c) there is a Manifest Error on the part of the Company while processing the Client's Mandate to open the Position.
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- 9.56 The Company shall have the right to cancel a Mandate to close a Position if:
- a) the Mandate to close a Position precedes the first Quote in the Trading Platform on the Market Opening and the Company erroneously executes it at the close price of the previous trading session; or
  - b) the Company erroneously executes the Mandate to close a Position at an Error Quote (Spike); or
  - c) the Company makes a Manifest Error while processing the Order to close a Position; or
  - d) a Position is closed by mistake due to the failure, malfunction or misuse of the Trading Platform software / hardware; and the Company initiates a Dispute resolution in accordance with clause 9.1 or the Client's complaint is recognized as reasonable, the Company has the right to reopen the erroneously Closed Position.
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- 9.57 When the trading strategy of the Client does not allow for the processing of Orders in the prescribed way on the Account being used, the company reserves the right to request that the Client change Account Types.
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- 9.58 The company also reserves the right to terminate business relations with the Client in the event of the latter's refusal to abide by the terms offered by the Company.
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- 9.59 The Company has the right to correct or cancel any Trading Operation if the corresponding hedging trade was corrected or canceled by the Liquidity Provider.
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