



# **TERMS OF BUSINESS ECN and PRO.ECN Accounts**

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## 1. INTRODUCTION

- 1.1. These Terms of Business govern all actions in regard to the execution of the Client's Instructions.
- 1.2. These Terms of Business specify:
  - a) principles of opening/closing positions and placing/modifying/deleting/executing Orders under Normal Market Conditions and Abnormal Market Conditions;
  - b) The Company's actions in regard to the Client's Open Positions in case the Margin Level of the Trading Account is insufficient to support Open Positions; and
  - c) procedures of Dispute resolution and the methods of communication between the Client and the Company.
- 1.3. These Terms of Business and the Client Agreement shall govern all the Client's Transactions and should be read carefully by the Client. In addition, the Client should regularly consult the user guide for the Client Terminal and the Company's Website including the "FAQ" section.
- 1.4. Unless otherwise defined, capitalized terms used in these Terms of Business shall have the meaning given to such terms in the Client Agreement. In addition, the definitions set out in Clause 10 ("Interpretation of Terms") shall apply.

## 2. GENERAL TERMS

### Quotes

- 2.1. The Company will recalculate Quotes for all Instruments in real time, based on market conditions and streaming prices/liquidity received from Liquidity Providers, and will periodically send to the Client some of these Quotes as Market Snapshots.
- 2.2. Client shall receive quotes through his/her Client Terminal. All Quotes shall represent the best possible available Bid and Ask price on the market at the time, as this may be provided by the Company's Liquidity Provider(s).

The Client understands and accepts hereto that such quotes, as these may be represented by the Company, are considered correct and valid as provided by the Company's Liquidity Provider(s).

The Client further understands and accepts hereto that such quotes may vary significantly for the following, but not limited, reasons:

- a) due to the different Client Account Type(s); and/or
  - b) due to market prevailing conditions; and/or
  - c) due to Over the Counter (OTC) decentralized market(s).
- 2.3. The Client acknowledges that:
    - a) the Company has the right not to send to the Client those Quotes that have not changed since the previous Market Snapshot;
    - b) the Client may not receive through the Client Terminal all the Quotes that have been in the Quotes Flow between Market Snapshots; and
    - c) Spread is not fixed and will vary depending on market conditions and streaming prices/liquidity received by the Company from Liquidity Providers.

## Execution of the Client's Instructions

- 2.4.** The procedure for handling the Client's Instructions given through the Client Terminal is:
- a) the Client prepares an Instruction and the Client Terminal checks if it is valid;
  - b) the Client Terminal sends the Instruction to the Server;
  - c) if the connection between the Client Terminal and the Server has not been disrupted, the Server receives the Instruction and starts the process of verification;
  - d) a valid Client's Instruction is placed in the queue and sorted by arrival time (first in – first out) and the "Order is accepted" status appears in the "Order" window in the Client Terminal;
  - e) as soon as a Dealer is ready to handle a new Instruction the Dealer takes the first Instruction from the queue and processes it<sup>1</sup> and the "Order is in process" status appears in the "Order" window in the Client Terminal;
  - f) the Server receives from the Dealer the result of the Client's Instruction execution process;
  - g) the Server sends to the Client Terminal the result of the Client's Instruction execution process; and
  - h) the result of the Instruction execution is received by the Client Terminal if the connection between the Client Terminal and the Server has not been disrupted.
- 2.5.** The Client has the right to cancel a previously given Instruction only if the Instruction has the "Order is accepted" status. In order to cancel it, the Client shall press the "Cancel order" button. The Client cannot cancel an Instruction given by an Expert Advisor.
- 2.6.** If the Instruction is being processed by a Dealer and its status is "Order is in process", the Client has no right to cancel it.
- 2.7.** The Company at its sole discretion shall specify the current market price.
- 2.8.** The standby time for each Instruction which has been placed in the queue in order to be executed has a limit of 3 (three) minutes at the time of the release of Terms of Business. If during this period of time, the Instruction has not been received by a Dealer, it is deemed to be irrelevant and automatically deleted. Once an Instruction is received by a Dealer, the Dealer processes it as soon as practicably possible.
- 2.9.** In the circumstances listed below, the Company may decline an Instruction (the "Off quotes", "Not enough money" or "Trade is disabled" message will appear in the Client Terminal in this case) if the:
- a) Instruction precedes the first Quote in the Trading Platform on the Market Opening;
  - b) current Conditions are different from Normal Market Conditions;
  - c) Client has made an unreasonable number of Requests in comparison with the number of Transactions<sup>2</sup>;
  - d) Client's Free Margin is less than the Initial Margin;

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<sup>1</sup> Depending on the amount of time a Dealer needs to process an Instruction there is a possibility that in the Server Log File the recorded execution time of the first Instruction in the queue will be later than the execution time of the Instruction which followed after.

<sup>2</sup> More than five Requests per one Transaction.

- e) limit for the overall volume of a Client position and/or number of Orders on this type of account have/has been exceeded;
  - f) Company is not able to hedge the trade with a Liquidity Provider; or
  - g) in any other reasonable case on the Company's sole discretion;
- 2.10.** The Client shall only give Instructions through the Client Terminal. Instructions given by any other means shall not be considered valid.
- 2.11.** To avoid problems associated with the inability to open or close positions, we recommend using Pending Orders, including Stop Loss and Take Profit.

### Transactions

- 2.12.** The Ask price is used to make a "buy" Transaction. The Bid price is used to make a "sell" Transaction:
- a) The Ask price is used to open a Long Position. The Bid price is used to open a Short Position;
  - b) The Bid price is used to close a Long Position (i.e. sell). The Ask price is used to close a Short Position (i.e. buy).

### Rollovers

- 2.13.** All the positions which remain open from 23:59:45 to 23:59:59 (Server time) will be subject to rollover. All the positions which are opened or closed from 23:59:45 to 23:59:59 (Server time) may be subject to rollover. The positions will be rolled over by debiting or crediting the Client's Trading Account with the amount calculated in accordance with the Contract Specifications.

### Quotes Base Synchronization

- 2.14.** In case of an unforeseen break in the Quotes Flow caused by software or hardware failure, the Company has the right to synchronize the Quotes Base on the live Server from other sources. Such sources include:
- a) Quotes Base on the demo Server;
  - b) any other reliable sources<sup>3</sup>.

In the case of any Disputes arising in regard to the break in Quotes Flow, all decisions are made in accordance with the synchronized Quotes Base.

### Leverage

- 2.15.** The size of the Leverage depends on the Client's Open Positions as described on the Company's Website.
- 2.16.** The Company has the right to change the Leverage of the Trading Account in accordance with margin requirements with immediate effect without giving prior notice. Leverage may be changed:
- a) during Abnormal Market Conditions;
  - b) during an Emergency Situation;
  - c) during Force Majeure Event circumstances.
- 2.17.** The Company is entitled to apply new margin requirements amended in accordance with Clause 2.16 above to the new positions and to the positions which are already open.

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<sup>3</sup> If necessary information is not available on the demo Server.

- 2.18.** The Company has the right to change the Leverage for a particular Client at any time and at its sole discretion with prior Written Notice. Any such amendment shall enter into force upon notification of the Client.

#### **Transfer of Inactive Trading Accounts to the Archive**

- 2.19.** Should an inactive trading account be transferred to the archive:
- a) the Client acknowledges that the Company is entitled to transfer inactive trading accounts to the archive. The Client's inactive account shall be transferred from the trading terminal base to the archive, resulting in the Client's access and ability to complete any operations being blocked, but the account history and balance being saved;
  - b) the Client can restore an archived trading account by filing a request;
  - c) the Company shall restore the trading account within 3 (three) working days of receiving the request to restore a trading account from the archive;
  - d) the Company shall give the Client written notification the day the trading account has been restored.

#### **Trading Account History**

- 2.20.** The Company reserves the right to:
- a) archive trading and non-trading operations over a month old that are displayed in the terminal;
  - b) delete pending orders from the trading account's history that were cancelled either by the Client or the Company.

#### **Margin**

- 2.21.** The Client is obliged to deposit and maintain the initial margin and/or hedged margin in the amount specified by the Company. The size of the initial margin and/or hedged margin on the Company Website.
- 2.22.** Any margin which is not denominated in the deposit currency will be converted into the deposit currency at the current exchange rate on the foreign exchange market.
- 2.23.** The Client shall pay the initial and/or hedged margin upon opening a position. The amount of initial and hedged margin for each instrument is detailed the "Contract Specifications" section of the Company Website.
- 2.24.** The Company is entitled to change the size of initial, necessary, or hedged margin:
- a) for all Clients, giving notification 1 (one) calendar day before these amendments are introduced;
  - b) individually for any Client to bring the leverage in line with the margin requirements as indicated on the Company Website;
  - c) individually for a Client in emergencies without prior notification; and
  - d) for all Clients in the case of a force majeure occurrence without prior notification.
- 2.25.** The Client shall be responsible for maintaining the necessary margin level on the trading account.
- 2.26.** The Company is entitled to apply Clause 2.24 to all already open and newly opened positions.

#### **Hedging**

- 2.27.** The Company, at its sole and absolute discretion, reserves the right to choose the Hedging Policy for particular Instructions or Pending orders or all the Instructions and Pending orders of the Client.
- 2.28.** The Company may, at its sole and absolute discretion, choose to act as an intermediary between the Client and a Liquidity Provider hedging the Client's Instructions or Pending orders on a First-in-first-out basis.
- 2.29.** The Company, at its sole and absolute discretion, reserves the right to change the previously chosen Hedging Policy at any time without prior notification.

The Company has the right not to disclose any information concerning its Hedging Policy or its Liquidity Providers.

### **3. OPENING A POSITION**

**3.1** In order to give an Instruction to open a position the Client shall specify the following:

- a) Instrument; and
- b) Transaction Size.

**3.2** In order to open a position through the Client Terminal without using an Expert Advisor, the Client shall press the "Buy by Market" or "Sell by Market" button. The Client's Instruction to open a position may be executed at a price that differs from the Quote the Client has received through the Client Terminal during the last Market Snapshot in the following cases:

- a) If the current Quote changes since the last Market Snapshot;
- b) If the Quote from the last Market Snapshot is for a lower Transaction Size than the Client's Instruction Transaction Size.

In any case the Instruction will be executed at the best price available from the Company's Liquidity Providers.

**3.3** When opening a position through the Client Terminal using an Expert Advisor, if the Client is not able to specify Stop Loss and/or Take Profit Order levels the Client can do it by modifying the existing position in accordance with Clauses 2.1.15.16 to 2.1.15.22 herein.

#### **Processing and Execution of Instructions to Open a Position**

**3.4** Once the Server has received the Client's Instruction to open a position, it automatically checks if the Free Margin is sufficient to open the position:

- a) "Free Margin" is calculated as follows:  $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$ ;
- b) all Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes;
- c) cumulative Client positions and new Necessary Margin ("New Margin") are calculated for the Matched Positions depending on the Hedged Margin; for other positions this is dependent on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones;
- d) if the above-mentioned calculations for the new position have been done and:

- “Free Margin” is more or equal to zero, subject to Clause 2.9 herein, the position is opened. The process of opening the position is followed by the relevant record in the Server Log File; or
  - “Free Margin” is less than zero, then the Company has the right, but not obligation, to decline the Instruction to open the position and the “No money” message will be recorded in the Server Log File.
- 3.5** An Instruction to open a position shall be deemed executed and the position shall be deemed open once the relevant record appears in the Server Log File.
- 3.6** In the Trading Platform, each Open Position has a Ticket.
- 3.7** An Instruction to open a position will be declined by the Company if it precedes the first Quote in the Trading Platform on the Market Opening. In this case the “Off quotes” message appears in the Client Terminal window.
- 3.8** A position may be opened by the Company at the price at which it hedged the transaction. The Company reserves the right to adjust this price to reflect the cost of hedging.

## **4. CLOSING A POSITION**

- 4.1** In order to give an Instruction to close a position, the Client shall specify the following:
- a) Ticket; and
  - b) Transaction Size.
- 4.2** In order to close a position through the Client Terminal without using an Expert Advisor, the Client shall press the “Close by Market” button. The Client’s Instruction to close a position may be executed at a price that differs from the Quote the Client has received through the Client Terminal during the last Market Snapshot in the following cases:
- a) If the current Quote changes since the last Market Snapshot;
  - b) If the Quote from the last Market Snapshot is for a lower Transaction Size than the Client’s Instruction Transaction Size.

In all instances, the Instruction will be executed at the best price available from the Company’s Liquidity Providers.

### **Processing and Execution of Instructions to Close a Position**

- 4.3** If amongst the Client’s Open Positions, the Client has a position which he/she wishes to close against a matching Open Position of the same Instrument, the Client can do so by using the “Close by” item in the “Type” drop down list. Upon matching/closing the Client’s chosen positions, the Client shall have either a zero or net Long/Short Position based upon the net overall exposure. The Client shall note that the net overall position will be allocated a new Ticket.
- 4.4** If amongst the Client’s Open Positions, the Client has multiple positions which he/she wishes to close against matching Open Positions of the same Instrument, the Client can do so by using the “Multiple Close by” item in the “Type” drop down list. Upon matching/closing the chosen positions the Client shall have either a zero or net Long/Short Position based upon the net overall exposure. The Client shall note that the net overall position will be allocated a new Ticket.
- 4.5** An Instruction to close a position shall be deemed executed and the position is deemed



closed once the relevant record appears in the Server Log File.

- 4.6 An Instruction to close a position shall be declined by the Company if the Instruction precedes the first Quote on the Market Opening. In this case the “Off quotes” message appears in the Client Terminal window.
- 4.7 An Instruction to close a position may be declined by the Company if it is made when the Stop Loss or Take Profit for this position is in the queue in order to be executed. In this case the “Off quotes” message appears in the Client Terminal window.
- 4.8 A position may be closed by the Company at the price at which it hedged the transaction. The Company reserves the right to adjust this price to reflect the cost of hedging.

## 5. ORDERS

### Order Types in the Trading Platform

- 5.1. In order to open a position, the following Orders (Pending Orders) may be used:
  - a) “Buy Stop” an Order to open a Long Position at the price higher than the price at the moment of placing the Order;
  - b) “Sell Stop” an Order to open a Short Position at the price lower than the price at the moment of placing the Order;
  - c) “Buy Limit” an Order to open a Long Position at the price lower than the price at the moment of placing the Order;
  - d) “Sell Limit” an Order to open a Short Position at the price higher than the price at the moment of placing the Order.
- 5.2. In order to close a position, the following Orders may be used:
  - a) “Stop Loss” an Order to close a previously opened position when the price reaches the order level that is 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 when the price reaches the order level that is 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 which are activated once the Pending Order they are related to has been executed.

### When and for How Long Orders can be Placed

- 5.3. The Client may place, modify or delete Orders only within trading hours for the relevant Instrument. The trading hours for each Instrument are indicated in the Contract Specifications.
- 5.4. Pending Orders on the Instruments, which are traded 24 hours a day, have “GTC” (“Good Till Cancelled”) status. The expiry date and time can be set by the Client in the “Expiry” field.
- 5.5. Pending Orders on the Instruments, which are not traded 24 hours a day, have “Day Order” status and will be deleted at the end of a trading session.
- 5.6. Stop Loss and Take Profit for all Instruments have “GTC” (“Good Till Cancelled”) status and are not subject to deletion in accordance with Clause 2.9.

### The Procedure for Placing an Order

**5.7.** In order to give an Instruction to place a Pending Order, the Client shall specify the following required parameters:

- a) Instrument;
- b) Transaction Size;
- c) Order type (Buy Stop, Buy Limit, Sell Stop, or Sell Limit); and
- d) Order Level.

In addition, the Client may indicate the following optional parameters:

- a) level of Stop Loss. "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- b) level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed); or
- c) date and time when the Pending Order expires.

The Instruction shall be declined if:

- i. any of the required parameters is not specified or is incorrect; or
- ii. any of the optional parameters is incorrect.

In this case, the "Invalid S/L or T/P" error message appears if the Orders are placed through the Client Terminal without using an Expert Advisor.

**5.8.** If the Client gives an Instruction to place Stop Loss or Take Profit, the following information must be specified:

- a) Ticket of the Open Position;
- b) level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and
- c) level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the information is incorrect and the Orders are placed through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

**5.9.** If the Client gives an Instruction to place the If.Done Orders on a Pending Order, the Client shall specify the following:

- a) Ticket for the Pending which the Client intends to place the Orders on;
- b) level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and
- c) level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

**5.10.** Unless otherwise indicated in the Contract Specifications, while giving an Instruction, the difference between the Stop Loss, Take Profit or the Pending Order level and the current market price must not be less than the number of Points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:

- a) for the Stop Loss on the Short Position the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points;
  - b) for the Take Profit on the Short Position the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of Points;
  - c) for the Stop Loss on the Long Position the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points;
  - d) for the Take Profit on the Long Position the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points;
  - e) for the Buy Limit the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of Points;
  - f) for the Buy Stop the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points;
  - g) for the Sell Limit the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points; and
  - h) for the Sell Stop the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points.
- 5.11.** Unless otherwise indicated in the Contract Specifications, while giving an Instruction, the difference between the If.Done Order level and the level of the Pending Order must not be closer than the number of Points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:
- a) the Stop Loss on the Buy Limit or Buy Stop must not be placed higher than the level of the Pending Order less this number of Points;
  - b) the Stop Loss on the Sell Limit or Sell Stop must not be placed lower than the level of the Pending Order plus this number of Points;
  - c) the Take Profit on the Buy Limit or Buy Stop must not be placed lower than the level of the Pending Order plus this number of Points; and
  - d) the Take Profit on the Sell Limit or Sell Stop must not be placed higher than the level of the Pending Order less this number of Points.
- 5.12.** An Instruction to place an Order is deemed executed and the Order is deemed placed once the relevant record appears in the Server Log\_File.
- 5.13.** Each Pending Order has a Ticket.
- 5.14.** An Instruction to place an Order may be declined by the Company if it precedes the first Quote on the Market Opening. In this case the “Off quotes” message appears in the Client Terminal window.
- 5.15.** The Company has the right, but not obligation, to decline an Instruction to place an Order if, while a Dealer processes this Instruction, the current Quote reaches the level at which Clause 5.10 or 5.11 have been breached.

#### **The Procedure for Modifying and Deleting an Order**

- 5.16.** If the Client gives an Instruction to modify Pending Order parameters (the level of the Pending Order and/or If Done Orders), the Client shall specify the following:

- a) Ticket;
- b) Pending Order level;
- c) level of Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- d) level of Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

**5.17.** If the Client gives an Instruction to modify Stop Loss and Take Profit on the Open Position, the Client shall specify the following:

- a) Ticket;
- b) level of Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and
- c) level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

**5.18.** When the Client gives an Instruction to delete a Pending Order, the Client shall specify its Ticket.

**5.19.** An Instruction to modify or delete an Order is deemed executed and the Order is deemed modified or deleted once the relevant record appears in the Server Log.File.

**5.20.** An Instruction to modify or delete an Order may be declined by the Company if it precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

**5.21.** The Company has the right, but not obligation, to decline an Instruction to modify or delete an Order if, while it is being processed, the Order has been placed in the queue in order to be executed in accordance with Clause 5.23 herein.

**5.22.** When the Client gives an Instruction to modify or delete an Order Level, the Company has the right, but not obligation, to cancel the Order Level modification or Order deletion, if the processing of that Instruction is finished after the Order is placed in the queue in order to be executed in accordance with Clause 5.23 herein.

### **The Procedure for Order Execution**

**5.23.** The Order is placed in the queue in order to be executed in the following cases:

- a) the Take Profit on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level; When the Take Profit is triggered then a market order is received in the system
- b) the Stop Loss on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level;
- c) the Take Profit on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the

Order Level; When the Take Profit is triggered then a market order is received in the system

- d) the Stop Loss on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;
  - e) the Buy Limit is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level; When the Buy Limit is triggered then a market order is received in the system
  - f) the Sell Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level; When the Sell Limit is triggered then a market order is received in the system
  - g) the Buy Stop is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;
  - h) the Sell Stop is placed in the queue in order to be executed if the Bid price in the Quotes low becomes equal or lower than the Order Level.
- 5.24.** Once the Pending Order is placed in the queue in order to be executed, the Server automatically checks if the Free Margin is sufficient to open the position:
- a) cumulative Client positions and new Necessary Margin (“New Margin”) are calculated for Matched Positions depending on the Hedged Margin; for other positions this is dependent on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones;
  - b) if the Pending Order Level is in the Price Gap, the Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes at the moment the Order is placed in the queue in order to be executed; and
  - c) “Free Margin” is calculated as follows:  $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$ ;
  - d) if the above - mentioned calculations for the new position have been done and “Free Margin” is less than zero, then the Company has the right, but not obligation, to decline the Instruction to open the position and delete the Pending Order and the “No money” message will be recorded in the Server Log\_File.
- 5.25.** An Order is deemed executed once the relevant record appears in the Server Log\_File.
- 5.26.** In case of Pending Order execution, the process of opening the position is followed by the relevant record in the Server Log\_File and the position opened by this Order has the same Ticket as the Pending Order.
- 5.27.** In the cases where insufficient liquidity exists at the order level and/or the order level falls within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, may execute Buy Limit, Sell Limit and Take Profit orders at the requested price at the moment the order is executed.
- 5.28.** In the cases where insufficient liquidity exists at the order level and/or the order level falls within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, may execute Buy Stop, Sell Stop and Stop Loss orders at the current available price at the moment the order is executed. The Client acknowledges, agrees and consents hereto that the execution price may differ from the order level.
- 5.29.** Pending Order can be executed partially if there is not enough liquidity to hedge the

trade with Liquidity Providers at the Order Level. In case of insufficient liquidity from Liquidity Providers for the full execution of an Order at the Order Level, the Order shall be executed partially and new Pending Order shall be issued with the originally specified parameters on unfilled amount.

- 5.30.** In the cases where a pending order level and/or the respective order's Stop Loss and/or Take Profit shall fall within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, shall open and close a position immediately within the same tick, at the first available price.
- 5.31.** The Company, at its sole and absolute discretion, may execute any Pending Order (Limit and/or Stop order) at the price at which the Company hedged the transaction. The Client acknowledges, agrees and consents herein that the execution price may correspond to the Order level or differ from it, being either higher or lower. The Company reserves the right to adjust this price to reflect the cost of hedging. On execution processing, all the orders of the Company are considered as market orders.

### **Principles of Working in the MetaTrader 5 Trading Platform**

- 5.32.** Where the Client uses the netting system for the calculation of positions: only one position whose volume changes where other trades are conducted for this instrument may be opened on a single trading account for each instrument. The direction of the position will correspond to the direction of the trade with the largest aggregate volume. Where the aggregate volume is equal for transactions to buy and sell, the position will be closed.
- 5.33.** Where the Client uses the hedging system for the calculation of positions: several trading positions may be opened on a single trading account for each and the same instrument, including in different directions. Where the aggregate volume is equal for transactions to buy and sell, the positions will not be closed.
- 5.34.** Along with the order types listed in Clause 5.1, the following types of pending orders to open positions may be placed in the MetaTrader 5 trading platform:
- a) Buy Stop Limit: this allows traders to set limit orders to buy (Buy Limit) where the Ask price reaches the stop level indicated in the order;
  - b) Sell Stop Limit: this allows traders to set limit orders to sell (Sell Limit) where the Bid price reaches the stop level indicated in the order.
- 5.35.** Where the Client gives an Instruction to place pending Buy Stop Limit and Sell Stop Limit orders, other than the parameters listed in Clause 5.7, the obligatory Stop Limit Level parameter must be indicated.
- 5.36.** Where the Client gives an Instruction to place pending Buy Stop Limit and Sell Stop Limit orders, the distance in points between the level at which the order was set and the current market price should not be less than the amount of points indicated in the Contract Specifications for the instrument in question, and the following conditions must be satisfied:
- a) for Buy Stop Limit orders: the current market price is considered as the Ask price and the order should not be placed below the Ask price, plus the amount of points indicated;
  - b) for Sell Stop Limit orders: the current market price is considered as the Bid price and the order should not be placed below the Bid price, minus the amount of points indicated.
- 5.37.** Where the Client gives an Instruction to place If Done orders for pending Buy Stop Limit and Sell Stop Limit orders, the Client should take into account the



difference between the level of the If Done order and the level of the Stop Limit for Buy Stop Limit pending orders and the Sell Stop Limit should not be less than the amount of points indicated in the Contract Specifications for each instruments, with the following conditions being satisfied:

- a) Stop Loss orders for pending Buy Stop Limit orders must not be set above the Stop Limit level, minus the amount of points indicated;
  - b) Stop Loss orders for pending Sell Stop Limit orders must not be set below the Stop Limit level, plus the amount of points indicated;
  - c) Take Profit orders for pending Buy Stop Limit orders must not be set below the Stop Limit level, plus the amount of points indicated;
  - d) Take Profit orders for pending Sell Stop Limit orders must not be set above the Stop Limit level, minus the amount of points indicated.
- 5.38.** Where the Client gives an Instruction to modify the parameters of Buy Stop Limit and Sell Stop Limit orders (the level of the pending order and/or Stop Limit level and/or If Done orders for the pending order in question), other than the parameters indicated in Clause 5.16, the Stop Limit parameter for the level must be indicated.
- 5.39.** The order is placed in the queue to be executed in the following circumstances:
- a) Buy Stop Limit orders are placed in the queue to be executed where the Ask price in the quotes flow becomes equal or above the order level;
  - b) Sell Stop Limit orders are placed in the queue to be executed where the Bid price in the quotes flow becomes equal or below the order level.

## **6. STOP OUT**

- 6.1.** The Company is entitled to close the Client's Open Positions without the consent of the Client or any prior notice if the Equity in relation to the margin on the trading account is less than the Level of Stop Out specified on the Company's Trading Terms Webpage. Stop Out levels are indicated on the Company's website.
- 6.2.** Margin Level shall be monitored by the Server. The Client acknowledges, agrees and consents hereto that subject to Clause 6.1 above the Server shall generate the Stop Out Instruction to close a position without prior consent required by the Client. Stop Out shall be executed at the price at which the Company has hedged the trade. The Client agrees that the price at which the Order is executed may be different from the Quote at which the Stop Out Instruction was generated.
- The Client acknowledges, agrees and consents hereto that the Company has the right, in its sole and absolute discretion, to adjust this price to reflect the cost(s) of hedging. Stop Out shall be executed at the current price available at the moment the order is executed.
- The Client acknowledges, agrees and consents hereto that in the cases where the Stop Out is executed by the Company, the Stop Out shall be executed at the price at which the Company has hedged the position and the price shall be adjusted by the Company, in its sole and absolute discretion in order to reflect such hedging cost(s).
- 6.3.** The Client acknowledges that the execution price may differ from the Quote at which the Stop Out Instruction was generated dispute.
- 6.4.** Once the position has been closed the relevant record appears in the Server Log-File with the "Stop Out" remark.

- 6.5. If the Client has several Open Positions, the first position which has to be placed in the queue in order to be closed is the one with the highest Floating Loss.<sup>4</sup>
- 6.6. If a Stop Out execution has resulted in a negative Balance of the Client's Trading Account, the Client shall be liable for this loss and must make a payment of the full and total amount due immediately. Company has the right to compensate this loss at the expense of the Client's funds located in other Accounts belonging to the Client.
- 6.7. The Company has the right to close any Open Positions of the Client without a warning if it is required in accordance with the Dispute process.
- 6.8. Please bear in mind that the Company may, at its sole discretion, within the hour before the close of the trading session on every Friday, make changes to the Stop Out and Margin Call levels. Moreover, kindly note that the Company may extend these amendments for as long as it deems necessary after the market opens, providing the Client with prior written notice.
- 6.9. If changes are made to the list of trading instruments, the Company shall have the right to forcefully close any open positions of the Client, as well as to delete pending orders, should these positions involve the use of instruments which are no longer provided by the Company. The closure of positions will take place at the last available price.
- 6.10. The Company is not responsible for Stop Outs that occur as a result of funds not being transferred to the Client's account in a timely fashion.

## **7. CORPORATE ACTIONS REGARDING CFDS ON EQUITIES/INDICES**

- 7.1. While trading CFDs on Shares and Spot Indices, please consider that the Company may apply reasonable measures in order to reflect the Corporate Actions of the underlying assets. This can include but is not limited to: Splits/Reverse Splits, Dividends Payments, Rights Issues, Mergers or Acquisitions etc.
- 7.2. Please also note that it is the Client's sole responsibility to be aware if an upcoming corporate event is approaching that may affect the underlying securities. The Company might charge the costs associated with the underline corporate actions, depending on Client's position direction (Buy/Sell), without a notice as this has been applied directly by our Liquidity Providers to the Company.
- 7.3. In relation to a dividend adjustment to be applied to the Client's account, the Client must hold an open trade at the close of the trading session on the Business Day before the ex-dividend date.

## **8. COMMUNICATION**

- 8.1. In order to communicate with the Client, the Company may use:
  - a) Trading Platform internal mail;
  - b) Email;
  - c) Telephone;
  - d) Company News Webpage.

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<sup>4</sup> If the Client has several open positions on an MT5 Account, the first position to be placed in the queue for involuntary closure is the position with the highest margin.



Contact details provided by the Client whilst opening the Trading Account or updated in accordance with Clause 8.4 will be used by the Company to contact the Client and the Client hereby agrees to accept any notices or messages from the Company at any time.

- 8.2.** Any communication sent to the Client (documents, notices, confirmations, statements, etc.) are deemed received if:
- a) News Webpage, within one hour after it has been posted.
  - b) sent by email, within one hour after emailing it;
  - c) sent by Trading Platform internal mail, immediately after sending it;
  - d) by telephone, then once the telephone conversation has been finished.
- 8.3.** For the purpose of Clause 8, “business hours” mean between 9:00 a.m. and 5:00 p.m. GMT/BST + 2 (last weekend of October – last weekend of March) and GMT+3 During daylight saving time (last weekend of March – last weekend of October).
- 8.4.** The Client shall notify the Company immediately of any change in the Client’s contact details.
- 8.5.** Transactions shall be confirmed by email on the next Business Day after the execution. If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), the Client shall contact the Compliance Department in accordance with Clause 8 herein.
- 8.6.** On the first day of each month the Company shall send by email a statement which includes all Transactions during the previous month.
- 8.7.** Any telephone conversation between the Client and the Company may be recorded. All Instructions and Requests received by telephone shall be binding as if received in writing. Any recordings shall be and shall remain the sole property of the Company and shall be accepted by the Client as conclusive evidence of the Instructions, Requests or conversations so recorded. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## **9. DORMANT ACCOUNT**

- 9.1.** The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant account a handling fee of 5 USD or the equivalent to USD per account per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:
- a) Where the Client has not transacted with the Company for a period of six (6) consecutive months and the Company shall deem the trading account to be dormant and/or inactivate.
  - b) Where the Client’s dormant account(s) has a positive cash balance, the Company reserves the right at its absolute discretion to apply and/or impose a handling fee of 5 USD or the equivalent to USD per account per month and as this may be amended from time to time by the Company.
  - c) Where the Client makes a genuine attempt to resolve his/her account balances, the Company reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion.

- 9.2. Where the Client's dormant account(s) has a zero cash balance the handling fee of 5 USD or the equivalent to USD per account per month shall not be imposed by the Company, however, the Company shall reserve the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

## 10. INTERPRETATION OF TERMS

- 10.1. In these Terms of Business:

**“Abnormal Market Conditions”** shall mean conditions contrary to Normal Markets Conditions e.g. when there is low liquidity in the market or rapid price movements in the market or Price Gaps.

**“Bar/Candle”** shall mean a Chart element, which shows opening and closing prices, as well as the lowest and the highest prices for the definite period of time (for example, minute, 5 minutes, a day, a week).

**“Buy Limit”** shall have the meaning given in Clause 5.1 herein.

**“Buy Stop”** shall have the meaning given in Clause 5.1 herein.

**“Client Terminal Log-File”** shall mean the file, which is created by the Client Terminal in order to record all the Client's Requests and Instructions with accuracy to a second.

**“Company”** shall mean Alpari Limited, whose registered office is located at Suite 305, Griffith Corporate Centre, Kingstown, Saint Vincent and the Grenadines, registration number 20389 IBC 2012.

**“Client”** shall mean the “Client” as specified in the Client Agreement and a legal entity or an individual being a party to the Operative Agreements with the Company in regard to making Transactions, subject to Margin Trading.

**“Client Agreement”** shall mean the agreement between the Company and the Client, which together with the Terms of Business and Disclosure are defined as “Operative Agreements” and govern the terms on which the Company deals with the Client.

**“Day Order”** shall mean an Order which is automatically deleted at the end of the trading session.

**“Dealer”** shall mean the Server or an employee of the Company who is authorized to process the Client's Instructions and Requests and execute Orders and Stop Outs.

**“Dormant and/or Inactive Account”** shall mean any Company Client trading account where the client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of six (6) consecutive months and/or where the Company has not carried out any transactions in relation to the trading account by and/or on the instructions of the Client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

**“Dormant and/or Inactive Account Fee”** shall mean a handling fee of 5 USD or the equivalent to USD per account per month imposed by the Company and/or paid by the Client for his/her dormant account(s) held by the Company, as this may be amended from time to time by the Company.

**“Expert Advisor”** shall mean an algorithm in the form of a program based on MetaQuotes Language 4 or MetaQuotes Language 5, which is used to control a Trading Account and give Instructions and Requests to the Server through the Client Terminal.

**“GTC” (“Good Till Cancelled”)** shall mean the status of a pending order, which cannot be deleted until either it is activated, or until the Client sends an instruction to delete the order (with the exception of the case laid out in clause 6.9 of these Terms of Business).

**“Hedging Policy”** shall mean all applicable aspects of hedging of the Client’s Instructions and Pending orders, including but not limited to software, Liquidity Providers and order types.

**“If\_Done Order”** shall have the meaning given in Clause 5.2 herein.

**“Manifest Error”** shall mean an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer’s action in regard to the prices which are significantly different from the market prices.

**“Margin”** shall mean the amount of funds required and/or used by the Client in order to open a position.

**“Margin Level”** shall mean the % level displayed in the MetaTrader Terminal that displays the Equity divided by Margin \* 100.

**“Market Execution”** shall mean the execution method where the order is executed depending on the depth of the market. Under Market Execution there are no re-quotes and the order is executed at the best available price in the market. Market Execution is offered under the ECN MT4 Account and the ECN MT5 Account.

**“Market Opening”** shall mean the time at which the market opens after weekends, holidays or trading session time gaps.

**“New Margin”** shall have the meaning given in Section 3 hereto.

**“Order Level”** shall mean the price indicated in the Order.

**“Pending Order”** shall mean an instruction from the Client to the Company to open a position once the price has reached the level of the Order.

**“Point”/ “Pip”** shall mean the numerical value of the last, or right-most, digit of a Quote.

**“Price Gap”** shall mean the following:

- a) the current Quote Bid is higher than the Ask of the previous Quote; or
- b) the current Quote Ask is lower than the Bid of the previous Quote.

**“Price Gap on the Market Opening”** shall mean the following:

- a) the first Bid of the current trading session is higher than the last Ask of the previous session; or
- b) the first Ask of the current trading session is lower than the last Bid of the previous session.

**“Quotes Flow”** shall mean the stream of Quotes in the Trading Platform for each Instrument.

**“Sell Limit”** shall have the meaning given in Clause 5.1 herein.

**“Sell Stop”** shall have the meaning given in Clause 5.1 herein.

**“Server Log-File”** shall mean the file created by the Server, which records accurately to a second all Requests and Instructions sent by the Client to the Company as well as the results of their execution.

**“Spread”** shall mean the difference between Ask and Bid.

**“Stop Loss”** shall have the meaning given in Clause 5.2 herein.

**“Stop Out”** shall mean an instruction to close the Client’s Open Position without the consent of the Client or any prior notice in a case of insufficient funds required for maintaining Open Positions.

**“Take Profit”** shall have the meaning given in Clause 5.2 herein.

**“Tick”** shall mean the rate which the Company shall receive in its terminal trading platform(s).

**“Ticket”** shall mean the unique identity number assigned for each Open Position or Pending Order or deposit/withdrawal transaction in the Trading Platform.

**“Trading Terms Webpage”** shall mean the webpage of the Website on which the Trading Terms information is displayed. At the moment of this document the information is posted on under the “Trading Conditions”.

**“Trading Platform Time Zone”** shall mean the time zone in which the Server Log-File records any event. At the time of the release of this document the Trading Platform Time Zone is GMT/BST + 2 (last weekend of October – last weekend of March). During daylight saving time (last weekend of March – last weekend of October), the Trading Platform Time Zone may be shown as GMT + 3.

**“Trailing Stop”** shall mean:

- 1) a Trailing Stop value set by the Client;
- 2) the following algorithm for managing “Stop Loss” orders:
  - a) if an open position’s profit is less than the Trailing Stop value, no action shall be taken;
  - b) in the case of a profitable open position exceeding the value of the Trailing Stop, the Trailing Stop will be adjusted to a new, higher level at the same relative distance to the new price as before;
  - c) once a new quote has been received that exceeds the value of the distance between the Trailing Stop and the Stop Loss order level, the Client Terminal sends an instruction to the Server to adjust the Stop Loss order to the level that is at the same range from the current price as the “Trailing Stop” value.

A Trailing Stop is only executed when the Client Terminal is on-line and successfully authorized.

**10.2.** All references to a statutory provision include references to:

- a) any statutory modification, consolidation or reenactment of it, whether before or after the date of these Terms of Business, for the time being in force;
- b) all statutory instruments or orders made pursuant to it; and
- c) any statutory provision of which that statutory provision is a re-enactment or modification.

**10.3.** Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

**10.4.** Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to these Terms of Business.



**10.5.** The clause headings are inserted for ease of reference only and do not affect the construction of these Terms of Business.