



# TRADING OPERATIONS REGULATIONS

## 1. General Conditions

The present Regulations of FXCOMPANY LTD (hereinafter "The Company"), is an annex to Your Client Agreement and a constituent part thereof. As a Client you should examine the Trading Operations Regulations and inform the Company of any questions or objections you have regarding the Regulations before you start trading. By starting trading in the Company you guarantee and confirm full understanding and acceptance of the present Trading Operations Regulations in the form worded by the Company herein in the latest reviewed version to date.

### 1.1 Client account currency

All deposits are accepted in USD, EUR, CHF, GBP, JPY or RUR, all account balances are settled in these currencies.

### 1.2 To open a real trading account a client should:

- fill out a registration form for opening a real trading account on the Company's web site or on web sites of the Company's agents.
- Fund the Company account

### 1.3 The Company retains the right to add/delete currencies giving a prior notice on the official web site of the Company [www.fxcompany.net](http://www.fxcompany.net).

### 1.4 Account types, leverage and deal(s) volume on a client account

#### 1.4.1 Company offers two types of client accounts: Micro and Standard. Differences between types of accounts, consists of the basic conditions mentioned below:

Parameter	Micro account	Standard account
Minimal deposit	Not set	100 USD (or currency equivalent)
Maximal deposit	1000 USD (or currency equivalent)	No limits
Minimal lot size	0.01 (step - 0.01)	0.1 (step - 0.01)
Leverage	1:1 - 1:500	Deposit from 100 to 10 000 USD - 1:1 - 1:500 Deposit from 10 001 to 20 000 USD - 1:1 - 1:200 Deposit from 20 001 to 50 000 USD - 1:1 - 1:100 Deposit more than 50 001 USD - 1:1 - 1:50
Trading tools	Forex CFD for metals	All available tools

#### 1.4.2 Standard lot for all currency tools (pairs) equals 100'000 base currency units (the first currency in a pair).

#### 1.4.3 Standard Account.

On Standard account a minimum transaction volume is 0.1 lot, the step is 0.01. The range of leverage: from 1:1 to 1:500. The default leverage is 1:100. The Company has a rule to change the leverage on customer's account without notice in accordance with the table in paragraph 1.4.1, namely:

1.4.3.1 Company may change the leverage from 1:500 to 1:200 without prior notice if the account balance is more than 10000 USD, and / or in conditions of high market volatility.

1.4.3.2 Company may change the leverage from 1:200 to 1:100 without prior notice if the account balance is more than 20000 USD, and / or in conditions of high market volatility.

1.4.3.3 Company may change the leverage from 1:100 to 1:50 without prior notice if the account balance is more than 50000 USD, and / or in conditions of high market volatility.

#### 1.4.4 Micro Account.

On Micro account a minimum currency transaction volume is 0.01 lot, step is 0.01. The range of leverage: from 1:1 to 1:500. The default leverage is 1:100. Maximum deposit for Micro account is limited to 1000 USD (or currency equivalent). Company has a rule to change a type of customers account to Standard without prior notice when balance of Micro account becomes more than 1000USD (or currency equivalent).

1.4.5 Customer has a rule change the leverage within established limit on a request in Personal Area. Changes on the account are possible only in case of all transactions are closed and pending orders are removed.

1.4.6. All necessary information about trading tools, such as: spreads, swaps, margin requirements, trading sessions, etc., is published on the official Company's website [www.fxcompany.net](http://www.fxcompany.net).

#### 1.5 Transactions order on a client account.

1.5.1 When you open a client account with the Company, an access code (login and password) is automatically assigned to you.

1.5.2 The following ways are agreed to give orders for deals closing and confirmation:

- via the trading terminal (Software) MetaTrader4.
- per telephone call to the Company number: +7 (812) 717-74-36

1.6 Profit and loss is calculated by the Company upon the deal closing in the deposit currency.

1.7 All positions opened by the Client are identified by position number.

1.8 Client's requests and orders processing.

8/1/01 Processing of client's requests and orders made through the client terminal goes through the following stages:

- a) The client forms his request or instruction to the Company ;
- b) If the request or instruction is made in the client terminal, it goes through validity check in the client terminal;
- c) the client terminal sends the request or instruction to the server;
- d) in case the connection between the client terminal and the server is stable, the request or instruction is received at the server and goes through validity check;
- e) valid client request or instruction is placed in queue, arranged by the time of receipt;
- f) the request or instruction which first arrived in the queue is first submitted to processing;
- g) the client request or instruction processing result arrives at the server;
- h) the server sends the result of the request/instruction processing to the client terminal;
- i) in case the connection between the client terminal and the server is stable, the request/instruction is received at the client terminal;

1.9 The quotes, which the Client receives through the client terminal, are indicative and may differ from the quotes offered by the Company in the answer to the request. All issues dealing with definition of market price level are within the sole cognizance of the Company.

1.10 Request or instruction processing time depends on connection quality between the client terminal and the server and on market conditions. Under normal market conditions, the time of client request or instruction processing usually does not exceed 5 seconds. Under market conditions other than normal the period of client request or instruction processing can be longer (as a rule, up to 30 seconds). Each client order or instruction placed in the processing line has the ultimate waiting time (up to 2 minutes). In case the order or instruction was not passed to the Company within this period of time, it is automatically deleted from the queue as irrelevant.

1.11 The Company is entitled to decline the Client's request in the following cases:

- a) at the opening of the market, if the client sends his request before the first quotation arrives at the trading system.
- b) under market conditions other than normal.
- c) if the request/deal ratio (the number of requests compared to the number of closed deals) of the client recently consistently exceeds reasonable level (on the average 5 requests for one trading transaction).
- d) when the client's free margin is insufficient for position opening for the required volume.

#### 1.12 Securities positions review

The Company is entitled to review the opening (closing) price and/or the size of open positions and/or the number of corresponding trading positions (as well as the corresponding Sell Limit, Buy Limit, Sell Stop, Buy Stop orders) in case of a security being subject to correction. Such operation is applied exclusively to CFD for securities and its goal is to restore economic equivalence of rights and liabilities of the parties regarding a certain security according to the state directly preceding the Corporate Event. All actions of the Company regarding such corrections should be followed by the Client. The Company will inform the Client about any actions of such character as soon as possible.

#### 1.13 Crediting or deduction of dividends on CFD for U.S. shares.

Company credits dividends on CFD for U.S. shares in case of customer has opened transaction with an instrument 30 days before the announcement of registration of share register, and closed it after the Ex-date.

Dividends are credited to customer's account in 15 days after Record Date. Customer should apply for dividends by writing a ticket to Finance Department from Personal Area within 15 days after Record Date.

Company deducts dividends in case of customer has a short transaction with CFD for U.S. stocks. Deduction of dividends is made during 30 days after Record Date. All necessary information about conditions and Dates for crediting and deduction of dividends is published on Company's official website at [www.fxcompany.net](http://www.fxcompany.net).

#### 1.14 Position review in case of nonmarket quotation

Nonmarket quotation is a quotation meeting the following parameters:

- a) considerable price gap;
- b) price returning to the initial position within a short period of time with formation of price gap;
- c) absence of drastic price dynamics preceding such quotation;
- d) absence of macroeconomic events and/or corporate news of great influence over the instrument price at the moment when such quotation appears.

Deals closed at nonmarket price can be reviewed by the Company by way of nullification of the trading position, reopening of the trading position at the current market price or deletion of the misprocessed order. The choice of position review method is within the sole cognizance of the Company.

#### 1.15 The Client terminal is the Client's primary means of giving orders The Client is entitled to give orders per telephone only in case giving such order via the terminal is impossible for technical reasons.

## 2. Trading operations

#### 2.1 A Buy trading operation is executed at the Ask price. A Sell trading operation is executed at the Bid price.

- a) A Buy position opening is executed at the Ask price. A Sell position opening is executed at the Bid price.
- b) Closing of a Buy position (i.e. selling ) is done at the Bid price. Closing of a Sell position (i.e. buying) is done at the Ask price.

## 2.2 Overnight position

2.2.1 The process of swap debiting/crediting for open positions starts at 11:59 PM (trading platform time); depending on the number of open positions it can take from several minutes to one hour. Swap will be debited/credited for all positions opened before 11:59 PM (trading platform time) and not closed before the swap debiting/crediting time is over. For positions opened after 11:59 PM (trading platform time) or closed before the swap debiting/crediting time is over, swap debit/credit is not always applied.

## 2.3 Spread

2.3.1 Under normal market conditions the Company maintains spread specified in contract specifications.

2.3.2 Futures contracts' spread can vary depending on market conditions, under normal market conditions it is equal to the one specified in contract specifications.

2.3.3 Spread can be widened:

- a) for all Clients under force majeure circumstances;
- b) for particular Clients whose request/deal ratio (number of requests compared to the number of closed deals) consistently exceeds reasonable level;

## 2.4 Quotations base synchronization

2.4.1 In case of unforeseen breaks in the server quotes flow caused by software or hardware failure, the Company has the right to synchronize the quotes base on the real account-server with other sources. Such sources include:

- a) quotes base on the demo-server;
- b) any other quotes sources.

In case any disputes arise in respect to the break in quotes flow, all decisions are made in accordance with the synchronized quotes base.

## 3. Position opening

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

- a) instrument name;
- b) trading transaction volume;
- c) buy or sell

3.2 Instruments quoted by Instant Execution

3.2.1 In order to open a position via the client terminal the Client shall press the "Buy" or "Sell" button at the moment he is comfortable with the prices in the quotes flow.

3.3 Instruments quoted by Client price request

3.3.1 In order to open a position via the client terminal the Client shall send a request. Upon receipt of a Bid/Ask quote, the Client can open a position at the offered price within 3 seconds while the quote is still relevant by pressing the "Buy" or "Sell" button. Once this time has run out the Company is entitled to revoke the quote.

3.4 Processing of orders for position opening

3.4.1 At the moment the Client order for position opening is received by the server, the Client trading account is automatically checked for available free margin:

- a) a new position is added to the list of open positions;
- b) cumulative Client position and new required margin size are evaluated: for locked positions depending on the "hedged margin", for other positions depending on the size of "initial margin", which is calculated at average weighted price (in terms of volume) of all non-locked positions;
- c) "free margin" is calculated with floating losses/profits for all open positions estimated at current quotes;

d) if after new position opening:

- the «free margin» is more or equal to zero, the position is opened. The process of opening a position is followed by the relevant record in the server log-file;
- the "free margin" is less than zero, the position is not opened; this process is followed by the relevant record in the server log-file, with "not enough money" comment.

- 3.5 If the quote changes at the moment of the Clients order processing, the Company is entitled to offer a new Bid/Ask price. In such case the "Requote" window will appear. The Client willing to open the position at the new price has to press "Ok" button within 3 second, while the quote remains valid. Otherwise, it will be considered that the Client refuses to make a deal.
- 3.6 The Client order for position opening shall be considered executed once the relevant record appears in the server log-file. A ticker is assigned to each open position in the trading platform.
- 3.7 A *Buy/Sell* order shall be declined if it is made before the first quote arrives in the trading platform at market opening. In the Client terminal window the message shall appear: *"Unable to quote – please try later"*. If the Client order for position opening was mistakenly executed at the closing price of the previous trading session, the Company may cancel such transaction.

#### 4. Position closing

- 4.1 In order to give an instruction to close a position the Client shall specify the following:
- a) ticker of the position to be closed;
  - b) trading transaction volume;
- 4.2 Instruments quoted by Instant Execution
- 4.2.1 In order to close a position via the client terminal the Client shall press the "Close" button at the moment he is comfortable with the prices in the quotes flow.
- 4.3 Instruments quoted by Client price request
- 4.3.1 In order to close a position via the client terminal the Client shall send a request. Upon receipt of a Bid/Ask quote, the Client can close a position at the offered price within 3 seconds while the quote is still relevant by pressing the "Close" button. If the Client does not give any effective instruction to the Company while the quote remains relevant, the Company is entitled to revoke the quote.
- 4.4 Processing of orders for position closing
- 4.4.1 If the quote changes at the moment of the Client's instruction processing, the Company is entitled to offer a new Bid/Ask price. In such case the "Requote" window will appear. The Client willing to close the position at the new price has to press "Ok" button within 3 second, while the quote remains relevant. If the Client does not give any effective instruction to the Company while the quote remains relevant, it will be considered that the Client refuses to make a deal.
- 4.4.2 If the list of open positions on a trading account contains two or more locked positions, after the request for quote to close one of them has been generated, the additional option "Close By" is activated in the window. By pressing the "Close by" button the Client closes the opposite positions of one size or "reduces" two opposite positions of different size. The smaller position and symmetrical part of the bigger position are closed, generating a new open position with the same direction as the bigger position with a new ticker.
- 4.4.3 The Client order for position closing shall be considered executed once the relevant record appears in the server log-file.
- 4.4.4 A Close order shall be declined if it is made before the first quote arrives in the trading platform at market opening. In the Client terminal window the following message shall appear: *"Unable to quote – please try later"*. If the Client order for position closing was mistakenly executed at the closing price of the previous trading session, such transaction may be canceled by the Company.
- 4.4.5 An instruction to close a position will be declined if it is made when "Stop Loss" or "Take Profit" order for this position is in the queue for execution. In the Client terminal window the following message shall appear: *"Unable to quote – please try later"*.

#### 5. Orders

- 5.1 Types of orders in the trading platform

- 5.1.1 The following types of orders for position opening (delayed orders) can be used in "MetaTrader 4" :
- "Buy Stop" - an order to open a Buy position at the price higher than the price at the moment of placing the order;
  - "Sell Stop" - an order to open a Sell position at the price lower than the price at the moment of placing the order;
  - "Buy Limit" - an order to open a Buy position at the lower price than the price at the moment of placing the order;
  - "Sell Limit" - an order to open a Sell position at the price higher than the price at the moment of placing the order.
- 5.1.2 For position closing the following orders may be used:
- "Stop Loss" - an order to close previously opened position at the price less profitable for the Client than the price at the moment of placing the order;
  - "Take Profit" - an order to close previously opened position at the price more profitable for the Client than the price at the moment of placing the order;
  - "If Done" - "Stop Loss" and/or "Take Profit" orders which are activated once the pending order they are related to has been executed.
- 5.2 The time of order placement and order lifetime
- 5.2.1 Orders can be placed, modified or deleted only within trading hours of the relevant instrument. The trading hours for each instrument are indicated in the contract specifications.
- 5.2.2 For sessionally traded instruments all orders have the "Day Order" status, they are only accepted within the current session and will be deleted at the end of the session.
- 5.2.3 For instruments traded 24 hours a day delayed orders are accepted only within the current week and can be cancelled by the Company at the end of the week.
- 5.2.4 "Stop Loss" and "Take Profit" for all instruments, are accepted for unlimited time and have a GTC (Good Till Cancelled) status.
- 5.3 The procedure of order placement
- 5.3.1 In order to give the instruction to place a delayed (pending) order the Client shall specify the following required parameters:
- instrument name;
  - ;
  - (Buy Stop, Buy Limit, Sell Stop, Sell Limit);
  - order level
- In addition the Client may indicate the following optional parameters:
- level of Stop Loss delayed order. 0.0000 value, (or a blank Stop Loss box, or a non-digit value in the Stop Loss box of the Client terminal) means that Stop Loss is not placed (or is deleted if it has already been placed);
  - level of Take Profit delayed order. 0.0000 value, (or a blank Take Profit box, or a non-digit value in the Take Profit box of the Client terminal) means that Take Profit is not placed (or is deleted if it has already been placed);
- 5.3.2 The instruction will be declined if:
- any of the required parameters is not specified or is incorrect;
  - any of the optional parameters is incorrect.
- If the orders are placed via the client terminal without using advisor, the error message "Invalid price" will appear.
- 5.3.3 If the Client gives an instruction to place "Stop Loss" or "Take Profit" order on the open position the following shall be specified:
- ticker for the open position for which the Client intends to place the orders;

- b) Stop Loss order level. 0.0000 value, (or a blank Stop Loss box, or a non-digit value in the Stop Loss box of the Client terminal) means that Stop Loss is not placed (or is deleted if it has already been placed);
- c) Take Profit order level. 0.0000 value, (or a blank Take Profit box, or a non-digit value in the Take Profit box of the Client terminal) means that Take Profit is not placed (or is deleted if it has already been placed);

If any of the indicated parameters is incorrect the instruction will be declined and an error message will appear (If the orders are placed via the client terminal without using advisor, the error message "Invalid stops").

- 5.3.4 If the Client gives an instruction to place the "If Done" order on a delayed order the following shall be specified:
  - a) ticker for the delayed order position for which the Client intends to place the orders;
  - b) Stop Loss order level. 0.0000 value, (or a blank Stop Loss box, or a non-digit value in the Stop Loss box of the Client terminal) means that Stop Loss is not placed (or is deleted if it has already been placed);
  - c) Take Profit order level. 0.0000 value, (or a blank Take Profit box, or a non-digit value in the Take Profit box of the Client terminal) means that Take Profit is not placed (or is deleted if it has already been placed);
- 5.3.5. If any of the indicated parameters is incorrect the instruction will be declined and an error message will appear (If the orders are placed via the client terminal without using advisor, the error message "Invalid stops").
- 5.3.6. The levels of delayed orders, as well as the levels of "Stop Loss" and "Take Profit" orders on the open position must be positioned correctly in relation to the current market price at the moment the instruction arrives at the server and while it is processed by the company:
  - a) for "Stop Loss" order for a short position current market price is the Ask price. The order must be placed higher than the current market price;
  - b) The order must be placed higher than the current market price;
  - c) for "Stop Loss" order for a long position current market price is the Bid price. The order must be placed lower than the current market price;
  - d) for "Take Profit" order for a long position current market price is the Bid price. The order must be placed higher than the current market price;
  - e) for "Buy Limit" order current market price is the (Ask-1 pips) price. The order must be placed lower than the current market price;
  - f) for "Buy Stop" order current market price is the (Ask+1 pips) price. The order must be placed higher than the current market price;
  - g) for "Sell Limit" order current market price is the (Bid+1 pips) price. The order must be placed higher than the current market price;
  - h) for "Sell Stop" order current market price is the (Bid-1 pips) price. The order must be placed lower than the current market price;
- 5.3.7 The levels of the "If Done" orders must be positioned correctly in relation to the delayed order level.
  - a) "Stop Loss" order on the "Buy Limit" or "Buy Stop" pending orders must be placed lower than the level of the pending order;
  - b) "Stop Loss" order on "Sell Limit" or "Sell Stop" pending orders must be placed higher than the level of the pending order.
  - c) "Take Profit" order on the "Buy Limit" or "Buy Stop" pending order must be placed higher than the level of the pending order;
  - d) "Take Profit" order on the "Sell Limit" or "Sell Stop" pending order must be placed lower than the level of the pending order.
- 5.3.8 All types of orders shall not be placed closer than a certain number of points to the current quote or to the level of a pending order. Minimum number of points from the placed order to the current

quote or to the level of a pending order for each instrument is indicated in the contract specifications.

5.3.9 Client instruction to place an order is considered executed once it is recorded in the server log-file.

5.3.10A ticker is assigned to each delayed order.

5.3.11 An instruction for a delayed order placement shall be declined if it is made before the first quote arrives in the trading platform at market opening. In the Client terminal window the following message shall appear: *"Unable to quote – please try later"*. If the Client order for order placement was mistakenly executed, the Company may cancel such transaction.

5.3.12 The Company has the right to decline the Client instruction to place an order if while processing this instruction the current quote reaches the level at which any of the present terms are breached.

#### 5.4 Modification and deletion of orders

5.4.1 If the Client gives an instruction to modify pending order parameters (the level of the pending order, "Stop Loss" and "Take Profit" on this pending order) the following shall be specified:

- a) ticker;
- b) order level;
- c) Stop Loss order level. 0.0000 value, (or a blank Stop Loss box, or a non-digit value in the Stop Loss box of the Client terminal) means that Stop Loss is not placed (or is deleted if it has already been placed);
- d) Take Profit order level. 0.0000 value, (or a blank Take Profit box, or a non-digit value in the Take Profit box of the Client terminal) means that Take Profit is not placed (or is deleted if it has already been placed);

If any of the indicated parameters is incorrect, the instruction will be declined and an error message will appear (If the orders are placed via the client terminal without using advisor, the error message "Invalid price").

5.4.2 If the server receives instructions for simultaneous modification of a delayed order and Stop Loss and/or Take Profit levels, the server checks validity of the new Stop Loss and Take Profit levels in respect to the old level of the delayed order. For this reason correct execution may require deletion of the placed delayed order with subsequent placing of the delayed order at a new level with new Stop Loss and Take Profit levels.

5.4.3 If the Client gives an instruction to modify "Stop Loss" or "Take Profit" order on the open position the following shall be specified:

- a) ticker of the open position;
- b) Stop Loss order level. 0.0000 value, (or a blank Stop Loss box, or a non-digit value in the Stop Loss box of the Client terminal) means that Stop Loss is not placed (or is deleted if it has already been placed);
- c) Take Profit order level. 0.0000 value, (or a blank Take Profit box, or a non-digit value in the Take Profit box of the Client terminal) means that Take Profit is not placed (or is deleted if it has already been placed);

5.4.4. If any of the indicated parameters is incorrect, the instruction will be declined and an error message will appear (If the orders are placed via the client terminal without using advisor, the error message "Invalid stops").

5.4.5. If the Client gives an instruction to modify "If Done" orders on a delayed order the following shall be specified:

- a) ticker of the delayed order;
- b) Stop Loss order level. 0.0000 value, (or a blank Stop Loss box, or a non-digit value in the Stop Loss box of the Client terminal) means that Stop Loss is not placed (or is deleted if it has already been placed);
- c) Take Profit order level. 0.0000 value, (or a blank Take Profit box, or a non-digit value in the Take Profit box of the Client terminal) means that Take Profit is not placed (or is deleted if it has already been placed);

- 5.4.6 If any of the indicated parameters is incorrect the instruction will be declined and an error message will appear (If the orders are placed via the client terminal without using advisor, the error message "Invalid stops").
- 5.4.7 In order to give the instruction to delete a delayed order the Client shall specify the ticker of the order subject to deletion.
- 5.4.8. Client instruction to modify or delete an order is considered executed once it is recorded in the server log-file.
- 5.4.9 An instruction for a delayed order placement shall be declined if it is made before the first quote arrives in the trading platform at market opening. In the Client terminal window the following message shall appear: *"Unable to quote – please try later"*. If the Client instruction for order modification or deletion was mistakenly executed, the Company may cancel such transaction.
- 5.4.10 The Company has the right to decline an instruction to modify or delete an order if the current quote reaches order level while it is being processed or/and an order is being executed at this moment.
- 5.4.11 If the process of order modification or deletion was completed after the order is queued up for execution, the Company has the right to cancel modification or deletion of the order.
- 5.5. Order execution
- 5.5.1 An order will be queued up for execution in the following cases :
- "Take Profit" order for open Buy position when the Bid price in the quotes flow becomes higher than the order level;
  - "Stop Loss" order for open Buy position when the Bid price in the quotes flow becomes lower than the order level;
  - "Take Profit" order for open Sell position when the Ask price in the quotes flow becomes lower than the order level;
  - "Stop Loss" order for open Sell position when the Ask price in the quotes flow becomes higher than the order level;
  - "Buy Limit" is queued up for execution when the Ask price in the quotes flow becomes lower than the order level;
  - "Sell Limit" is queued up for execution when the Bid price in the quotes flow becomes higher than the order level;
  - "Buy Stop" is queued up for execution when the Ask price in the quotes flow becomes higher than the order level;
  - "Sell Stop" is queued up for execution when the Bid price in the quotes flow becomes lower than the order level;
- 5.5.2 At the moment the Client instruction for delayed order execution received by the server, the Client trading account is automatically checked for available free margin:
- a new position is added to the list of open positions;
  - cumulative Client position and new required margin size are evaluated: for locked positions depending on the "hedged margin", for other positions depending on the size of "initial margin", which is calculated at average weighted price (in terms of volume) of all non-locked positions;
  - "free margin" is calculated; if the delayed order level is within a price gap the floating loss/profit for all open positions is estimated at current market prices for the moment of order taking its place in the queue.
  - if after new position opening:
    - the «free margin» is more or equal to zero, the order is executed and the position is opened. The process of order execution is followed by the relevant record in the server log-file and the position opened by execution of the delayed order retains the same ticker as the delayed order;
    - «free margin» is less than zero, the Company has the right to delete the delayed order without opening the position; this process is also followed by the relevant record in the server log-file, with a commentary message: "Not enough money".

- 5.5.3 Under normal market conditions orders are executed at the price specified for this order, without any slippage; futures contracts can be executed with slippage.
- 5.5.4 When order level is in the price gap in the quotes flow at market opening or under abnormal market conditions, the order can be executed at the first corresponding Bid or Ask price after the gap. "Buy Stop", "Sell Stop" or "Stop Loss" orders may be executed at the level less profitable for the Client; "Buy Limit", "Sell Limit", "Take Profit" can be executed at the level more profitable for the Client.
- 5.5.5 If under abnormal market conditions the range between the level of the order for a currency pair, found within the price gap in the quotes flow, and the first corresponding Bid or Ask price after the gap is more than 15 pips, the order is executed at the price different from the price specified by the Client.
- 5.5.6 If the range between the level of the order for a currency pair, found within the price gap at the market opening, and the first corresponding Bid or Ask price after the gap is more than 15 pips, the order is executed at a price different from the price specified by the Client.
- 5.5.7 When several orders are in the price gap, they are queued up for execution in ascending order of their ticker numbers. The instruction first received in the queue, is first sent for execution.
- 5.5.8 The Company is entitled to cancel and/or reopen the Client's order in the following cases:
- a) The order was executed at non-market price as a result of software failure and/or a software failure of the quotes provider, which caused a price hike beyond the market dynamics.
  - b) The order was mistakenly executed at wrong offered price;
- 5.6 Stop out
- 5.6.1 The Company is entitled to close the Client's open positions without his consent or any prior notice on Standard account if the equity comprises less than 15 percent (15%) of the required margin. If the Client has several open positions the Company retains the right to close some of positions suffering the biggest loss, if the current equity reaches the level of 25 percent (25%), to prevent negative balance at a volatile market. The last position is closed by Stop out, when the current equity comprises from 15% to 1%.
- 5.6.2. The Company is entitled to close the Client's open positions without his consent or any prior notice on Micro account if the equity comprises less than 50 percent (50%) of the required margin. If the Client has several open positions the Company retains the right to close some of positions suffering the biggest loss, if the current equity reaches the level of 70 percent (70%), to prevent negative balance at a volatile market. The last position is closed by Stop out, when the current equity comprises from 50% to 1%.
- 5.6.3. The current margin level is tracked by the server, which under certain conditions generates an instruction to close positions without prior consent of the Client, called the "Stop out". "Stop out" is executed at the current market price following the priority of the common Client instructions queue. Once the position is closed, the relevant record appears in the server log-file with the "stop out" comment.
- 5.6.3 If the Client has several open positions the first position to be closed is the one with the highest floating loss.
- 5.6.4 If the Client's account balance is less than the required margin, the account is blocked and acceptance and execution of the Client's orders is suspended. The Client is entitled to refill his client account to restart his work or to withdraw the current balance.

## 6. Communications

- 6.1 The company can use the following means for communication with the Client:
- a) MetaTrader internal mail;
  - b) e-mail;
  - c) ticketing system in the Client's Personal Area;
  - d) facsimile transmission;
  - e) telephone;
  - f) mail;

g) announcements on the Company's official web site in the "Company News" section;

6.2 The company will use Client contact details specified in process of account opening.

6.3 The Client agrees to receive messages from the Company at any time.

Any information sent to the Client (documents, announcements, notices, confirmations, reports etc.) shall be considered received:

a) one hour after they were sent via email.;

b) immediately after they were sent via trading platform internal mail.;

c) immediately after they were sent per fax;

d) immediately after the completion of a telephone conversation;

e) 7 calendar days after mail dispatch;

f) immediately after they were sent via ticketing system in the Client's Personal Area;

6.3 The Client shall timely inform the Company of any changes in his contact details and personal data.

## 7. The procedure of dispute resolution

7.1 Complaint procedure

7.1.1 In case any dispute arises the Client has the right to lodge a complaint with the Company. Complaints are accepted within 48 hours starting from the moment a ground for complaint arises.

**7.1.2 A complaint shall have the required form and shall be sent to the Compliance Department through the ticketing system in the Client's Personal Area on the Company's web site. Any complaints lodged by another means of communication (forum, telephone etc.) shall not be considered.**

7.1.3 A complaint shall include:

a) name and surname of the Client;

b) trading platform login;

c) date and time when the ground for complaint has arisen (trading platform time);

d) position or delayed order ticker;

e) description of the dispute situation.

7.1.4 A complaint shall not include:

a) affective appraisal of the situation;

b) offensive language in the address of the Company;

c) uncontrolled vocabulary.

7.1.5 The Company has the right to refuse a complaint in case the above conditions are breached.

7.3 Server log-file

7.3.1 Server log-file is the main information source in case of dispute. Server log-file has the absolute priority against other arguments including client terminal log-file .

7.3.2 If server log-file does not contain the relevant information supporting the Client's intention, such absence serves as sufficient ground to consider the argument, based on the fact of such Client's intention, invalid.

7.4 Indemnification

7.4.1 If the Client had an intention to take a certain action, but did not take it for any reason, including technical disorders due to the fault of the Company (internet connection failure, non-delivery of quoted by the quotes provider) the Company shall not indemnify the Client's profit that he could receive otherwise or losses suffered by the Client for such a reason.

7.4.2 The Company shall not indemnify the Client in respect of any moral damage.

- 7.4.3 The Compliance Department shall consider any Client complaint or dispute and come to a decision in regard to dispute as soon possible. The complaint receipt is confirmed by the fact that the ticket was read and a confirmation reply was sent with the following text: "the complaint is received and will be considered within the terms specified in the Regulations". The maximum time for a claim considered does not exceed five working days from the moment the claim was received.
- 7.5 Refusal of complaint consideration
- 7.5.1 The complaints concerning any unexecuted instructions which were given during maintenance work on the server or any technical reasons not due to the fault of the Company are not accepted, if the Client has been notified in advance by internal mail of the trading system or in the forum news thread or the Company news section or in any other way. The fact that the Client has not received a notice shall not constitute the reason to lodge a complaint.
- 7.5.2 Any Client references to the quotes of other companies or information systems are not acceptable.
- 7.5.3 Disputes not mentioned in the present Regulations are settled in accordance with common market practice and at the sole discretion of the Company.

## **8. Company working hours**

- 8.1 Trading is conducted from 01:00 AM MSK Monday to 01:00 AM MSK Saturday for all instruments apart from those having sessional trading terms specified in the trading specifications of the instrument. Futures contracts are quoted within the contract validity period given in specifications.
- 8.2 Exceptions are holydays and days with no quotation flow, temporary changes to the Company's internal schedule as well as periods, when Client service is impossible for technical reasons. In such cases the Company shall take all possible measures to notify the Client about changes to the working hours and provide the Client with a possibility to eliminate related financial risks.
- 8.3 The Client will be informed about any changes of trading times on the world financial market through messages in the trading system, via email letters, by oral notification and on the Company web site.
- 8.4 All Client actions are recorded in trading system reports and serve as a confirmation of operation execution.
- 8.5 Oral instructions of the Client given through Company telephone
- 8.5.1 Upon taking out a contact with the Company the Client has to clearly say his account number and his telephone password and make a request for the contract and the number of lots he is interested in. E.g.: tell me the price of euro against American dollar for 10 lots.
- 8.5.2 The Company gives a reply to the Client request within 5-10 seconds by giving two quotations - the Bid and the Ask price. The Client can sell a contract at the Bid price and buy a contract at the Ask price.
- 8.5.3 Once the Client hears the answer he has to immediately decide if he wants to buy, sell or refuse the deal.
- 8.5.4 After giving instructions for the deal the Client shall wait for the Company confirmation of the deal execution
- 8.5.5. If the client did not decide in time, the Company can give him new prices for the requested currency pair.
- 8.5.6. A Client can make several transactions through oral communication with the Company.
- 8.5.7 All conversations with the Company are recorded on a tape, and this record is kept for 48 hours.
- 8.5.8 All Client actions are fixed in trading system reports and serve as a confirmation of operation execution.

## **9. Special conditions**

- 9.1 The Company retains the right to introduce amendments into the Trading Operations Regulations at a prior notice to Clients not less that 5 working days before the changes enter into force.

Date \_\_\_\_\_ 20 \_\_\_\_.



Acknowledged and Accepted

**Company**

**Client**

**FxCompany Ltd**

Full name

\_\_\_\_\_ / \_\_\_\_\_ /

\_\_\_\_\_ / \_\_\_\_\_ /