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**AGREEMENT FOR INTERNATIONAL FINANCIAL SERVICES**

No \_\_\_\_\_ of \_\_\_\_\_

FOREX CLUB INTERNATIONAL LIMITED, an International Business Company (registration No. 1529 CTD 2014), hereinafter referred to as the "Company", shall govern the general provisions of the binding relations between the Company and the person intending to make Trading Operations, i.e. currency exchange OTC transactions involving financial instrument with no settlement through the software provided by the Company.

**1. General Provisions**

- 1.1. This Agreement is an accession agreement. By acceding to this Agreement, the Client agrees to make all Trading and Non-Trading Operations under the terms and conditions of this Agreement. Accession to this Agreement is performed by the Client creating (registering) a Personal Account Management Portal on the Company's Website.
- 1.2. Login to Personal Account Management Portal page requires a password which is created by the Client at the moment of registration on the Company's Website. All requests made via Personal Account Management Portal after entering the password are considered to be made by the Client.
- 1.3. This Agreement shall not constitute a public offer. The Company reserves the right to cancel anyone's accession to this Agreement at its sole discretion and without giving any reasons.
- 1.4. The relations governed by the terms and conditions of this Agreement shall also be governed by the following documents published on the Company's Website: Rules of Trading Operations, Rules of Non-Trading Operations, Terms and Definitions, Risk Disclosure.

**2. Rights and obligations of the Parties**

- 2.1. The Client shall:
  - 2.1.1. comply with the conditions of Operations execution set forth in the Rules;
  - 2.1.2. transfer funds to the Company's Account as a collateral of his requests and obligations arising while executing this Agreement;
  - 2.1.3. respect confidentiality of the information that came to the knowledge of the Client while executing this Agreement;
  - 2.1.4. provide the Company with correct and reliable information for personality identification (identification data) in accordance with registration form requirements when registering on the Company website; timely inform the Company about any changes in identification data by making appropriate changes in the Personal Account Management Portal or by any other way established by the Company;
  - 2.1.5. get acquainted with all messages and notifications sent by the Company which are posted on the Company's website, in Personal Account Management Portal or sent to the Client's email indicated by the Customer during his / her registration on the Company's website.
- 2.2. The Client has a right:
  - 2.2.1. to execute any Operations as provided for by the Rules under the procedure and in time specified in these Rules;
  - 2.2.2. to send a Request to Withdraw the Funds for the amount not exceeding the Equity according to the procedure specified in the Rules to the Company;

- 2.2.3. to terminate this Agreement unilaterally and without judicial procedures at every moment and in accordance with this Agreement;
- 2.2.4. to change the Personal Account Management Portal password at any time or to use the password restoring function.
- 2.3. The Company shall:
  - 2.3.1. render the services to the Client related to Operations executions as provided by the Rules;
  - 2.3.2. respect confidentiality of the information that came to the knowledge of the Company while executing this Agreement.
- 2.4. The Company has a right:
  - 2.4.1. to terminate this Agreement unilaterally and without judicial procedures at any time in cases including but not limited when the Client fails to comply with the terms and conditions set forth by the Rules as well as if there is sufficient evidence for the Company to assume that the Client has attempted to illegally use the software made available by the Company and funds transferred to the Company's Account;
  - 2.4.2. to refuse to execute specific Operations for the Client if they fail to comply with the terms and conditions set forth in the Rules;
  - 2.4.3. to request from the Client at any time from the moment of registration for identification purposes:
    - 2.4.3.1. for a natural person: an identification document;
    - 2.4.3.2. for a juridical person: registration, constituent Instruments and the documents confirming its Status.
  - 2.4.4. to suspend some Operations in case it is revealed that the Client's identification data is incorrect or unreliable as well as in case the Client has not provided or has refused to provide the requested documents;
  - 2.4.5. to bar anyone from concluding this Agreement, opening an account or creating a Personal Account Management Portal without giving any reasons;
  - 2.4.6. to change, at its sole discretion, the list of the Trading Terminals recommended for use in order to fulfill the terms of the Agreement, under the terms and conditions of this Agreement.

### 3. Term and termination of the Agreement

- 3.1. This Agreement becomes effective on the date of entering into it in an Order described in this Agreement and is subject to extension for an uncertain term.
- 3.2. Any Party may terminate this Agreement unilaterally and at any time:
  - 3.2.1. The Agreement shall be considered terminated upon the initiative of the Company on the date specified in the notification sent by the Company to the Client;
  - 3.2.2. The Agreement shall be considered terminated upon the initiative of the Client upon the expiry of five (5) Business Days after sending a notification to the Company by the Client.
- 3.3. The Agreement ceases to be effective upon the complete execution of mutual obligations of the Client and the Company in regards of the Operations executed earlier.

### 4. Liability of the Parties

- 4.1. The liability of the Agreement Parties shall be defined by the terms and conditions of the Agreement as well as its Appendices.
- 4.2. The Company bears liability only for the Client's real damage which occurred as a result of the Company's deliberate failure to fulfill the obligations hereunder. Expectation damages won't be compensated.
- 4.3. The Client shall be liable to the Company for losses incurred by the Company through the fault of the Client, particularly for the damage caused as a result of the Client's failure to provide (untimely provision of) any documents required to be provided to the Company in accordance with this Agreement and its Appendices, as well as for the damage caused to the Company as a result of any misrepresentation of the information

- contained in documents provided by the Client and (or) improper use of the services rendered by the Company to the Client. The Company shall have the right to write the specified losses off the Client's Account and (or) the Accounts of other parties upon the condition of the establishment of actual belonging of these Accounts to the Client by means of the Company's technical functionality.
- 4.4. The Company shall not be liable in case if during the process of determining Client's Financial Result there is discrepancy of information reflected in the Trading Terminal of the Client and the information on the Company's Server. To address this discrepancy the Company shall adjust the data in the Trading Terminal in accordance with the information on the Company's Server.
  - 4.5. The Company shall bear no liability for the Client's losses if such are incurred as a result of hacker attacks, failures (breakdowns) of computer networks, electrical power or telecommunication systems used to confirm the essential conditions of the Client's Operations or to maintain the Company's other procedures, provided that such failures take place through no fault of the Company.
  - 4.6. The Company shall not bear liability for technical deficiencies and (or) work Stoppages in Trading Terminal not caused by the Company as well as for the Client's losses which resulted from such a failure and (or) Stoppage.
  - 4.7. The Company shall bear no liability for results of Operations which the Client decided to conduct based on the analytical materials provided by the Company and (or) third parties. The Client is aware that Operations executed according to the Agreement are associated with risks such as a failure to receive expected income and a loss of all or part of funds deposited to the Client's Account.
  - 4.8. The Company shall not bear responsibility for all the losses the Client may have in case of stealing, loss or disclosure of the Personal Account Management Portal password to the third parties. The Client shall bear responsibility for keeping the password safe and ensuring its safety from unauthorized access of the third parties.
  - 4.9. The Company shall bear no responsibility for unfulfillment (inappropriate fulfillment) of the Agreement obligations, if their fulfillment was impossible because of force-majeure: any action or event (including strikes, mass riots or civil strives, acts of terrorism, wars, natural disasters, accidents, fires, floods, storms, hurricanes, interruptions of electricity, communication, software or electronic equipment), which by the Company's well-grounded opinion resulted in market destabilization of one or several Instruments; interruption, liquidation or closing of some market or absence of any event which is a ground for the Company's Quotes, bringing in Limitations or special or unstandardized trading conditions as well as conducting Operations at any market or in respect of any event of this kind.
  - 4.10. The Company shall bear no responsibility for any circumstantial, special, accidental and penalty losses of the Client including (but not Limited) any lost profits, the loss of any expected savings or the loss of a profit in case the Client was informed by the Company about the possibility of such losses. Moral damage is not subject to any compensation.
  - 4.11. The Client expressly agrees that the Quotes used by the Company for performing Trading Operations and streamed from the Company's Server are the only right Quotes. No claims concerning discrepancy of the Company's Quotes with other sources shall be accepted.
  - 4.12. The Company shall bear no responsibility for any losses or damages of the Client if such losses and damages derived from the fact that the Client did not receive a notification from the Company due to its blockage by a spam filter of the Client's electronic mailbox. The Client is responsible for regular checking his / her spam filter and take all possible actions in order to make sure he / she technically can receive and get acquainted with all notifications sent by the Company.

## 5. Reclamation and dispute resolution

- 5.1. All disputes and disagreements between the Company and the Client regarding the execution of this Agreement shall be settled through negotiations. If no agreement is reached, such disputes and disagreements shall be settled by the Financial Commission ([www.financialcommission.org](http://www.financialcommission.org)) or in court subject to the extra-judicial dispute settlement procedure. Dispute settlement procedure is considered to be observed in case:
  - the form of a reclamation and its contents meet the requirements described in this section;

- if a reclamation is sent to the Company's registered address;
  - the Client has a confirmation that the reclamation has been received by the Company;
  - the date of a response to a reclamation is past due. The term of a response to a reclamation is 60 (sixty) calendar days since the reclamation is received by the Company.
- 5.2. All claims / complaints / requests concerning the Operations executed by the Client excluding claims and requests concerning Non-Trading Operations shall be filed in compliance with the following requirements:
- 5.2.1. a claim (complaint) should be presented in a written form;
  - 5.2.2. the following information shall be specified in a complaint (claim): Client's demands; the claim amount and its justified estimation (in case the claim is a subject to valuation in terms of money); circumstances which the requirements are based on and the evidence that confirm them including the reference to the clause hereof which the Client considers to be violated; a list of the attached to the claim (complaint) documents and other evidence verified by the Client; other information which is necessary for dispute resolution;
  - 5.2.3. a claim (complaint) shall be filed by the Client no later than the 3rd (third) Business Day from the incident which serves as grounds for the claim (complaint). The Client agrees that the Expiration of the period for making a claim (complaint) shall constitute grounds for its rejection;
  - 5.2.4. a claim (complaint) shall be sent via the feedback form in "Help and support" section of the Company's Website or in writing by e-mail, registered mail or registered letter with declared value, by wire, or by any other communication means allowing registration of the claim sending (including fax), or shall be delivered against receipt.
- 5.3. Claims and requests to carry out an investigation on the Non-Trading Operations shall be sent by the Client in compliance with the following conditions and procedure:
- 5.3.1. claims and requests shall be sent via the feedback form in "Help and support" section of the Company's Website; claims and requests sent otherwise are not accepted. A correct filling of the feedback form is an obligatory condition of consideration of the corresponding claims and requests by the Company;
  - 5.3.2. claims and (or) requests of the Client filed in accordance with the requirements of this Agreement shall be automatically given a unique number. The Client shall be sent a confirmation from the Company's e-mail address which shall be an official confirmation of acceptance of the corresponding claim and (or) request by the Company;
  - 5.3.3. a claim shall be submitted by the Client no later than the 5th (fifth) Business Day from the incident which serves as grounds for the claim (request). The Client agrees that the Expiration of the period for making a claim (request) shall constitute grounds for its rejection.
- 5.4. Claims, complaints and requests of the Clients filed via the feedback form in "Help and support" section of the Company's Website are considered by the Company according to the procedure and terms as follows:
- 5.4.1. a claim (request) concerning Non-Trading Operations shall be considered by the Company within 3 (three) Business Days of receipt, a claim (complaint) and (or) request concerning other Operations - within 7 (seven) Business Days of receipt;
  - 5.4.2. in case a claim, complaint or request is not accompanied by the documents necessary for their consideration they shall be requested from the Client with submission deadlines specified. If requested documents fail to be received within the specified deadlines, the claim shall be considered based on the documents presented. Replies to claims shall be sent to the Client by e-mail, registered mail, registered letter with declared value, wire or by any other communication means allowing registration of the reply sending (including fax), or shall be delivered against receipt.
- 5.5. In case of disputable claim situations the Company reserves the right to block the Operations on the Client's Trading Accounts completely or partially till the moment of resolution of these disputable situations or reaching an interim agreement by the Parties.
- 5.6. The Company has the right to leave a claim, complaint or request of the Client without consideration in case they include:
- 5.6.1. emotional evaluation of a disputable situation;
  - 5.6.2. offensive words towards the Company and/or its employees;
  - 5.6.3. obscene words.

## 6. Other provisions

- 6.1. Relationships of the Parties as well as all the disputes arising between them in respect of this Agreement are regulated in accordance with the law of the country where the Company is located (registered).
- 6.2. Introduction of amendments and additions to this Agreement as well as to its Appendices shall be carried out unilaterally by the Company. All the Alterations and Amendments made by the Company and not connected with the circumstances specified in this Agreement shall enter into force on the date specified by the Company.
- 6.3. Alterations and Amendments introduced by the Company to the Agreement and its Appendices due to the change of legislative and statutory regulation of the Agreement's subject as well as rules and agreements of the trading systems used by the Company for execution of its obligations under the Agreement shall become effective simultaneously with the entry into force of the amendments in the specified documents.
- 6.4. When all the Alterations and Amendments introduced by the Company enter into force they shall apply equally to all the Clients including those who concluded the Agreement before the effective date of the amendments.
- 6.5. To ensure familiarization of the Client that has concluded the Agreement with the introduced amendments and additions before they come into effect, the Client is obliged no less than once a week in person or via Authorized Persons get to the Company's Website in search of information regarding the effected amendments and (or) additions.
- 6.6. In Order to achieve the goals specified in this Agreement as well as to perform other informational tasks the Company shall have the right to send the Client information materials according to the contact information provided by the Client.
- 6.7. By providing to the Company his personal details in any form and by any means (when making any actions on the Company's Website, via Company's counterparties etc) the Client (natural person) shall consent that the Company and its partners will process (automatically or without any automation means) personal details provided for the purpose of execution of the Agreement for international financial services, organizing advertising campaigns, providing him with advertising materials, information regarding Company's events and promotions as well as other purposes determined by the Company including: actions connected to collection, recording, systematization, replenishing, keeping, correcting (updating, changing), extractions, using, transferring (distributing, providing access to), depersonalizing, blocking, deleting, destroying, cross bordering transfer of personal details. The consent shall be valid for the terms required for keeping of corresponding information or documents containing the corresponding information which are determined in accordance with the acting legislation in the country of the Company's location. The consent can be revoked in accordance with the legislation via contacting the Company in the place of its location. The Company's contact details can be found on its website.
- 6.8. The Client shall have the right to use information posted by the Company or third parties access to which was provided to the Client under this Agreement only to execute Operations described in this Agreement. The Client shall have no right to distribute, change, add or keep in his own records the information provided by any means. In any case the rights provided to the Client in relation to the information posted by the third parties, cannot exceed the amount of rights that the Company had got from the third party. The Company doesn't guarantee that the information posted by the third parties is correct, accurate, actual and will be provided on regular basis without interruption. The Company shall not be responsible for the result of any Operations (financial losses, lost profits, lost income, loss of reputation etc.), which were executed based on the decisions made by the Client based on the information posted by the Company or third parties.
- 6.9. The Company is not credit or/and banking organization, it doesn't perform banking operations, doesn't attract funds of natural and juridical persons as deposits, doesn't allocate the specified funds on its behalf and at its own expense on condition of repayment, interest payment and maturity, doesn't open and manage bank accounts of natural and juridical persons. The funds deposited/credited by the Client to his Account must be used for performing Trading Operations only, so the balance of the Client's Account changes depending on the Operations performed by him. The Company shall withdraw the funds from the Client's Account according to the Request to Withdraw Funds submitted from the Client in the manner and on the terms set by the Rules of Non-Trading Operations in the amount not exceeding the balance of the Client's Account and not less than commission for the funds withdrawal deducted by the Company from the sum specified in the Request according to the tariffs for the account management services.

- 6.10. This Agreement can be entered into with any fully eligible natural person and any juridical person except for persons that are residents to the country of the Company's registration. In case a juridical person enters this Agreement, power or attorney from the name of this juridical person should be provided for the Company.
- 6.11. The Company has the right to transfer its rights and responsibilities stated in this Agreement completely or partially to the third party provided that the party follows the terms and conditions of this Agreement.
- 6.12. The Company shall have the right to prepare and use the texts of the Agreement and its Appendices in other languages besides Russian. If there is any conflict between the text of this Agreement and its Appendices in Russian language and the texts in other languages Russian text shall prevail.

FOREX CLUB INTERNATIONAL LIMITED,  
The Financial Services Centre  
P.O. Box 1823  
Stoney Ground, Kingstown, VC0100  
St. Vincent & the Grenadines  
I.B.C. №: 1529 CTD 2014



/Vladimir Richter/



## TERMS AND DEFINITIONS

- 1.1. **Actual Price** is a Quote at which the Company is ready to conduct a Trading Operation at a certain Point of time.
- 1.2. **Ask Price** is the price at which the Client can conduct a Trading Operation to BUY an Instrument, for Trading Terminals which allow conducting Trading Operations with Spread.
- 1.3. **Authorized Person** is a natural or juridical person officially authorized to manage or conduct specific actions.
- 1.4. **Available funds** are the sum of money displayed in the Bonus Account section of Personal Account Management Portal that can be transferred from the Bonus Account to the Trading Account and then used according to the rules established for Trading Accounts.
- 1.5. **Balance** is a sum of money on the Client's Trading Account excluding Open Positions result; Equity of the Trading Account considering the results of all Closed Positions and Non-Trading Operations.
- 1.6. **Base Currency** is a currency in a Currency Pair which is bought or sold for the Quote Currency (Counter Currency). It is in the numerator in a Currency Pair (the first currency in the pair).
- 1.7. **Bid Price** is the price at which the Client can make a SELL transaction (to sell an Instrument), for Trading Terminals which allow conducting Trading Operations with Spread.
- 1.8. **Bonus Account** is a special Client's Account opened in Personal Account Management Portal and designed for displaying and managing Bonuses and Available funds. It should be noted that Bonuses can include Bonus funds; funding bonuses; funds credited to Bonus account within the frameworks of the service "Deposit Interest" as well as other kinds and categories of funds provided to the Client by the Company. Separate kinds and categories of Bonuses can be moved to the Available funds category according to the rules set by the Company. Possible ways of using Bonuses as well as the rules of translating Bonuses into Available funds are set by the Company, published on the Website and/or in Personal Account Management Portal and can be modified by the Company at any time. Bonus Account can have sub-accounts (sections) for displaying different kinds and categories of Bonuses. Bonus Account cannot be used for performing Trading Operations. Bonuses represent a way of encouraging the Company's Clients, therefore the Company has the right to refuse some or all the Clients to accrue the Bonuses and cancel the Bonuses which were earlier accrued to the Client(s).
- 1.9. **Business Day** is a time span from 06:00 to 15:00 GMT every day, except weekends and holidays. The latest information about weekends and holidays is published on the Company's Website. It can be shifted for 1 hour during winter and summer time shift.
- 1.10. **CFD Instrument** is an Instrument with which Trading Operation is conducted and which is based on some Underlying Asset. An Underlying Asset can include shares, commodities, indices, futures as well as other objects, factors and circumstances according to the list approved by the Company. The information about the number of CFD Instruments is published on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.11. **Clear Balance of Funds** – available for withdrawal funds which the Client doesn't use in Trading activity. The amount of Clear Balance of Funds is calculated by the Company according to the rules established by the Company. The information on the amount of Clear Balance of Funds can be specified in Personal Account Management Portal and/or Trading Terminal.
- 1.12. **Client** is a natural or juridical person who enters into an Agreement with the Company and conducts Trading Operations within the framework of this Agreement and its Appendices.
- 1.13. **Closed Position** is the result of execution of the second part of a Round Trip (Trading Operation of closing a position).
- 1.14. **Company's Account** is a Company's current account in a financial institution, an account (wallet) in electronic payment system as well as other accounts including accounts of Paying Agents.
- 1.15. **Company's Server** is a software complex that ensures processing of Client's Orders and requests, providing the Client with the information on price changes for financial Instruments online (within the volume established by the Company), making records of mutual liabilities between the Client and the Company as well as fulfillment of other conditions of the Agreement.



- 1.16. **Company's Website** is a website in World Wide Web (internet) located at the link: <http://www.libertex.org/> as well as other websites in World Wide Web (internet) that are referred to in the Agreement for international financial services or mentioned on the Company's Website.
- 1.17. **Counter Currency (Quote Currency)** is a currency which is used for buying and selling Base Currency. In a Currency Pair Counter Currency is represented by a denominator (the second one in a Currency Pair).
- 1.18. **Currency Pair (FOREX)** is two currencies (Base Currency and Counter Currency) which participate in a Trading Operation with currency instruments. The information about the number of Currency Pairs is represented on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.19. **Dealer** is a Company employee authorized to state Quotes, monitor the accuracy of Trading Operations of the Clients, handle complains and explain trading situations related to conducting Trading Operations in the Clients' accounts.
- 1.20. **Equity** is a weighted estimate of the cost of funds on the Trading Account which constitutes an amount of funds on the Trading Account including unrealized profit (loss).
- 1.21. **Expiration** is an Expiration of CFD Instrument; Stopping conducting of Trading Operations with a current Underlying Asset and starting a Trading Operations conducting with the next one. Expiration dates for each CFD Instrument are established by the Company unilaterally and are specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.22. **External Client's Account** is a current account in a financial institution, an account (wallet) in electronic payment system.
- 1.23. **Fixed Price Execution (Upon the request)** is a type of Trading Operations execution when the Client is firstly provided with the quotes directly for conducting Trading Operation and then he or she confirms his\her wish to conduct a Trading Operation by clicking at a price in the Trading Terminal. After clicking at the price the Trading Operation is either confirmed on the Company's server or the Client is offered to request the quotes for conducting Trading Operation again.
- 1.24. **Funds Withdrawal** is withdrawal of funds from the Client's Trading Account and their transferring to his or her banking details or to the banking details of a Client's Authorized Person indicated in his or her withdrawal request.
- 1.25. **Gap** is a change of a price when the following Quote differs from the previous one by several (tens) of Pips.
- 1.26. **Hedging (Lock)** is having two Open Positions for the same Instrument where one position is long and the other is short.
- 1.27. **Inactive Account** is a Client's Account which is not used for any kind of Trading or Non-Trading Operation on Client's initiative during 90 calendar days. The Company charges commission for servicing of Inactive Accounts according to the rules, described on the [Company's website](#).
- 1.28. **Initial Margin (Margin Requirements)** is collateral that is required to open a position. Margin Requirements for each Instrument shall be specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.29. **Instant Execution** is a type of Trading Operations execution when the Client wishes to conduct a Trading Operation by clicking at a price in the Trading Terminal. If a price is still actual a Trading Operation is confirmed. If a Quote in the Trading Terminal is not actual any more the Client is offered a new price for Trading Operation execution. An offer to conduct a Trading Operation at new price is valid during a Limited time period. The Client shall agree to a possible Trading Operation execution at any Actual Price on the Company's server should the Client's attempts to conduct a Trading Operation repeatedly (no less than 2 (two) attempts in a row) be rejected by the Company's server due to the change of the Actual Price on the server.
- 1.30. **Instrument (financial instrument)** is a Spot Instrument and (or) CFD Instrument. The information about the number of Instruments is represented on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.31. **Leverage** is the ratio between the volume of a Trading Operation and the amount of Initial Margin.
- 1.32. **Limit (Take Profit)** is a type which is assigned to an Order in case such an Order is set to sell at a price (rate) which is higher than the current market rate or to buy at the price (rate) which is lower than the current market rate. The main purpose of Limit Orders is to guarantee a Trading Operation execution at a price that is not worse than the one specified in the Order.

- 1.33. **Log File** is a part of the Trading Terminal and (or) the Personal Account Management Portal intended for fixing (recording) data transferred by the Parties to each other during the fulfillment of the Agreement via the Trading Terminal and (or) the Personal Account Management Portal. Every access of the Agreement Party to the Trading Terminal or the Personal Account Management Portal shall be fixed in the Log File and duplicated on the Company's server. The specified servers are the main information source and accepted by the Companies as the evidence in case of examining disputable situations connected with the fulfillment of this Agreement. The information from the Log File of the Company's Server shall have absolute priority over other arguments when considering a disputable situation including in relation to the information from the Log File of the Client's Trading Terminal and (or) the Personal Account Management Portal. The company reserves the right not to fix the fact of access of the Agreement Party to the Trading Terminal or the Personal Account Management Portal in the Log File.
- 1.34. **Long Position** is buying an Instrument with the expectation that its price (value) will rise.
- 1.35. **Lot** is standard volume of an Instrument in relation to which a Trading Operation is conducted. One Trading Operation may be conducted for several lots or their parts. The sizes of lots for each Instrument and type of Trading Terminal shall be specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.36. **Margin Level (Equity Level)** is the ratio between Equity and Margin Required, expressed as a percentage.
- 1.37. **Margin Required (Reserved Funds, Margin)** is a sum blocked in a Client's Trading Account to maintain all his (her) Open Positions. Margin Requirements necessary to Open Positions for each Instrument are specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.38. **Market Execution (Actual Price)** is a type of Trading Operations execution when the Client wishes to conduct a Trading Operation having agreed before that a Trading Operation will be executed at a price which is actual on the Company's server (without offering new Quotes).
- 1.39. **Mid Price** is a price between Bid and Ask Prices at which a Client can conduct a Trading Operation in Trading Terminals which allow conducting Trading Operations without Spread.
- 1.40. **Multiplier** is the ratio between trade amount percentage change in Libertex terminal and Underlying Asset price, Base Currency price percentage change. The latest information about the maximum sizes of Multipliers for each Instrument is published on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.41. **Non-Trading Operation** is an operation of funds transfer to and (or) writing funds off from a Client's Trading Account as well as other Operations not connected directly with a Trading Operations execution.
- 1.42. **Open Position** is an amount of the Instrument purchased (or sold), not covered by the opposite sale (purchase) of the same Instrument in the same amount and (or) volume; the result of execution of the first part of a round-trip trade (Trading Operations of position opening). As a result of opening a position the Client has liability to a) conduct a contrary Trading Operation closing the position of the same value; b) maintain the Margin Level not less than the one established by the Company (for the terminals using this notion).
- 1.43. **Operations** are Trading and Non-Trading Operations of the Client.
- 1.44. **Order (Pending Order, Limit, Level)** is a Client's conditional Order to conduct a Trading Operation if the conditions, set by the Client in the Client's Trading Terminal are met; it is implied that such an Order shall be executed at an unspecified time in the future in accordance with the Orders execution process described by the Appendices to this Agreement. Available Order types depend on the Trading Terminal chosen by the Client.
- 1.45. **Paying Agent** is a third party assigned by the Company for transferring to and (or) writing off from the Client's Trading Account.
- 1.46. **Personal Account Management Portal** is specialized software and hardware complex used to store the Client's identification data, which enables the Client to generate notifications for the Company related to sending documents or remitting funds as well as to instruct the Company to debit funds from the Trading Account. Personal Account Management Portal is located on the Company's Website in a section equipped with a special cryptographic protection to restrict access and ensure confidentiality of the data.
- 1.47. **Point (Pip)** is one of the smallest significant Quote unit which is 0,0001 or 0,01 depending on the Instrument. A change of a Quote for 1 (one) unit of the junior category means a change for 1 (one) Pip.

- 1.48. **Price Feed** is Quotes series sent to the Trading Terminal including all Quotes provided by the Company to the Clients upon their requests and all prices of actually conducted Trading Operations.
- 1.49. **Quote Currency (Counter Currency)** is a currency in which a price of an Instrument is denominated. In a Currency Pair Counter Currency is represented by a denominator.
- 1.50. **Quote** is a price at which a Trading Operation with an Instrument can be conducted.
- 1.51. **Quote Mode (Execution Type)** is a technical process of receiving (confirming) of the current price and making a trade by the Client. Available Quote Modes differ depending on the types of Trading Terminals and Instruments they comprise and are specified in the corresponding Appendices to this Agreement.
- 1.52. **Realized (Fixed) Financial Result** is a Financial Result on Round Trips. Negative Financial Result on Round Trips is Client's loss, a positive one is a profit.
- 1.53. **Round Trip** is a combination of two contrary Trading Operations with the same volume (opening a position with its subsequent closing): purchase with the subsequent selling or selling with the subsequent purchase regarding the position with the same Ticket (ID).
- 1.54. **Short Position** is selling of Instrument expecting that its price (value) will go down.
- 1.55. **Spot Instruments** are Currency Pairs and metals which participate in Trading Operations according to the rules of the spot market. A list of Spot Instruments used by the Company is specified on the Company's Website and on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.56. **Spread** is the difference between the Ask Price and the Bid Price of an Instrument, expressed in Pips. The Spread may vary depending on market conditions.
- 1.57. **Status** is the evaluation of the Client's trading activity as well as all accounts Balance (in the same Personal Account Management Portal) expressed in Status Points.
- 1.58. **Stop (Stop Loss)** is a type assigned to the Client's Order in case if such an Order is set to sell at a price (rate) which is lower than the current market rate or to buy at a price (rate) which is higher than the current market rate. The main purpose of the Stop Orders is to conduct a Trading Operation at the current market price after the Order's price is reached by an Instrument's price.
- 1.59. **Stop-Out** is a mandatory closing of the Client's positions at current market prices when an acceptable Level of losses is reached. Rules of mandatory closing of the Client's positions can vary depending on the used Trading Terminal and are described in Appendices to the Rules of Trading Operations.
- 1.60. **Stop-Out Level** is an amount of loss on the Open Position (Positions) of the Client expressed as a percentage which is in case of reaching triggers mandatory closing of the Position (Positions) by the Company at the Actual price without a prior notification of the Client. Stop-Out Levels for each Trading Terminal are specified on the Company's Website and set on the Company's Server. In case of any inconsistencies the information specified on the Company's Server shall prevail.
- 1.61. **SWAP** is a rollover of an Open Position of a Client to the next day. The Order and the terms of SWAP are established by the Company for each type of the Trading Terminal.
- 1.62. **Tick** is a minimal change of the price of an Instrument. Specific values of Ticks for all Instruments is published on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.63. **Ticket (ID)** is a unique identification number that the Company is entitled to assign to any opened position or Pending Order of a Client in the Trading Terminal.
- 1.64. **Trading Account (Client's account)** is a special Client's Account in the record keeping system of the Company used by it for keeping track of all Non-Trading Operations results, trading results, Open Positions, Orders and other actions and requests of a Client that contemplated by this Agreement and its Appendices.
- 1.65. **Trading Day** is a time span from 21:00:00 to 20:59:59 (GMT), except weekends and holidays. The opening and closing time of Trading Day can be shifted for 1 hour during winter and summer time transition. The latest information about weekends and holidays is represented on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 1.66. **Trading Hours** is a time span during which Trading Operations execution or Order placement for an Instrument is possible. Trading interval for each Instrument is specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies. During Non-Trading Hours Trading Operations execution and Order placement (modifications) is impossible.

- 1.67. **Trading Operation** is a conversion over-the-counter operation with financial instruments performed between a Client and the Company in non-deliverable mode, i.e. an operation implying BUYing or SELLing an Instrument, where the terms «buy» or «sell» are considered technical terms as there is no transfer of ownership of an Instrument. Trading Operations are conducted at the Company's location.
- 1.68. **Trading Operation Volume** is an amount of the Instrument which is being sold or bought in lots, units of measurement of the corresponding Instrument or a trade amount in the currency of a Balance (depending on the used Trading terminal).
- 1.69. **Trading Terminal** is specialized software and hardware, which enables a Client to agree with the Company via the global computer network regarding significant terms and conditions of Trading Operations executed within the framework of this Agreement as well as to record the approved terms and conditions, set and cancelled Orders. The Trading Terminal allows to receive financial information from international financial markets, send instructions to the Company and receive confirmations and reports from the Company. The Trading Terminal shall provide the identification of the Parties (authentication of the Parties) that exchange messages as well as the confidentiality and integrity of messages with the help of built-in tools of cryptographic protection. The specified software and hardware sets include information and trading platforms Rumus, StartFX, MetaTrader4, Libertex, MetaTrader5 as well as other systems recommended for usage by the Company for the purpose of the Agreement execution.
- 1.70. **Underlying Asset** is an asset which is in the base of an Instrument and which is bought or sold while conducting Trading Operations. Underlying Asset can be represented by currency (Base Currency), stocks, commodities, indices, futures as well as other objects, factors and circumstances according to the list approved by the Company.
- 1.71. **Unrealized (Floating, Current) Financial Result (Floating Profit/Loss)** is a Financial Result for Open Positions at current prices of the Instruments. Negative Financial Result for Open Positions is a Floating Loss, a positive one is a Floating Profit.
- 1.72. **Withdrawal Type** is one of the types of Funds Withdrawal provided to a Client in his or her Personal Account Management Portal.

The terms used in the text of this Agreement and which definitions are not present in this Section shall be construed in accordance with general business conduct and practice applied in regard to trading on the exchanges and dealing with financial derivatives.

## RULES OF TRADING OPERATIONS

(Appendix No.1 to the Agreement for International Financial Services)

### 1. General provisions

- 1.1. These Rules are an integral part of the Agreement for international financial services and they establish the Order and conditions of Clients' conducting Trading Operations on the international financial market.

### 2. Methods of communication between the Parties

- 2.1. The interaction between the Client and the Company in confirming the essential conditions of Trading Operations is carried out by sending the requests, offers and (or) confirmations by the Client; answers to the requests as well as confirmations, reports and statements by the Company. Documents and messages specified in this clause are formed, delivered and recorded by means of Trading Terminal.
- 2.2. Confirming the essential conditions of the Trading Operations can be carried out only during a Trading Day and in the following ways:
  - 2.2.1. by exchanging the messages in electronic form by means of Trading Terminal connected to the global network (Internet);
  - 2.2.2. over the phone. The access to this service and procedure of confirming the essential conditions of the Trading Operations with its usage shall be regulated by special conditions published on the Company's Website as well as by this section of the Rules.
- 2.3. The Trading Operations terms shall be agreed by means of telephone service only after the Client's identification. For identification the Client shall give the Dealer:
  - login to Client's Account and password (StartFX and Rumus terminals);
  - login to Client's Account and his Account number (Libertex terminal);
  - login to Client's Account and telephone password (MetaTrader4 and MetaTrader5 terminals).
- 2.4. While confirming the essential conditions of the Client's Trading Operation by the phone these terms will be considered confirmed if the following conditions are observed:
  - 2.4.1. essential conditions of a Trading Operation are repeated (pronounced) by the Dealer after the Client;
  - 2.4.2. immediately after the Dealer repeated the essential conditions, the Client confirmed his Trading Operation execution with any of the following words: «yes», «confirm», «agree», «deal» or another word distinctly confirming consent.
- 2.5. While confirming the essential conditions over the phone these terms will be considered confirmed at the moment of saying a confirmation word by the Client. Those terms shall be considered confirmed which were announced by the Dealer. In the event that the essential conditions were repeated by the Dealer incorrectly the Client should interrupt the Dealer and repeat the essential conditions again.
- 2.6. During the process of voice messages exchange including identification procedure the Company is entitled to make a record of the conversation using its own technical and software equipment. The Client can make the same record using his facilities at his own wish. The Parties agree that telephone conversation records between the Company and the Client made by the Company by means of its own technical equipment and software tools can be considered sufficient evidence suitable for presentation while settling the disputes both without legal proceedings and in court.
- 2.7. Those Trading Operations which essential conditions were confirmed over the phone as well as the Orders received in the same way are registered in the Trading Terminal by the Dealer.
- 2.8. Trading Account balance and open trades can be discussed over the phone should the Trading Operation be rejected or if an error occurs in the Trading Terminal of the Client.
- 2.9. The Dealer has a right to Stop talking to the Client over the phone in case the Client:
  - 2.9.1. gives an emotional evaluation of a disputable situation;
  - 2.9.2. abuses the Company;
  - 2.9.3. uses obscene words.
- 2.10. All the messages sent to the Company and confirmed by the Client's password and code are considered to be given by the Client personally.



- 2.11. In case the Client has not received a confirmation of a Trading Operation execution or an Order placement in the Trading Terminal he is to verify the fact of the Trading Operation execution or Order placement in the Trading Terminal reports and (or) via the phone.

### 3. Procedure for Executing of Trading Operations with Financial instruments

- 3.1. The Company provides the Client with an opportunity to execute Trading Operations with the Instruments on the conditions specified on the Company's Website and (or) stipulated by individual agreements of the Parties.
- 3.2. The Company reserves the right to unilaterally change the terms of Trading Operations execution before the weekends and holidays as well as in case of low liquidity.
- 3.3. A Trading Operation shall be considered executed after the Client's confirmation of all the essential conditions of Trading Operation and appearance of the corresponding entry in the Log File of the Company's Server. Each Open Position in the Trading Terminal shall be assigned a Ticket.
- 3.4. The essential conditions of a Trading Operation that are the subject to confirmation are:
  - 3.4.1. Instrument
  - 3.4.2. Trading Operation type: buying (BUY) or selling (SELL) an Instrument, closing of Current Position (CLOSE);
  - 3.4.3. Trading Operation Volume in the number of lots, units of the Instrument measurement or a certain amount in the currency of the Account Balance including Multiplier (for Libertex terminal). Trading Operation Volume should be a multiple of the minimum acceptable value of the Instrument confirmed. The information on the minimal volume for any Trading Operation is available on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies;
  - 3.4.4. Trading Operation price (if it is possible for the selected Trading Terminal /Execution Type).
- 3.5. The Company reserves the right to provide only one Quote Mode in case of changing market conditions (high volatility or low liquidity) which can occur at the moment of news announcement, at the end of the working week and before holidays as well as in case of any technical deficiency.
- 3.6. The Client's Open Positions can be closed unilaterally by the Company in cases stipulated by these Rules.
- 3.7. If there are Open Positions at the end of the Trading Day, the Company unilaterally shall conduct the SWAP operation (SWAP). The SWAP takes place immediately after the end of a Trading Day. SWAP commissions are available on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 3.8. When opening a position, depending on the type of the Trading Terminal and (or) the Instrument the Client may be charged a commission for the Trading Operation execution. Commission fees as well as the list of Instruments for Trading Operations with which it is charged, are specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.
- 3.9. In case there is no Actual Price for an Instrument on the Company's Server, no Trading Operations execution for the given Instrument shall be allowed.
- 3.10. The Company has the right from time to time at its own discretion and unilaterally set and change the conditions determining Trading Operation execution including among other things the volume of Trading Operations, maximum profit for each Position, time period during which any Open Position can stay open, Open Positions volume, Order Execution Types, conditions of the Trading Terminal selection, Stop-Out level, Margin Requirements, Trading Operation commissions, Trading time, etc. as well as refuse any Client to use a Trading Terminal he/she desires to use. The Company has a right to change the list of available Trading instruments depending on Client's country of registration and considering limitations and prohibitions imposed by a corresponding regulatory acts. In case a Client makes a Trading operation with such an Instrument the Company is entitled to close his position with zero result, at a last Actual price, delete such a Trade or act otherwise in according with the requirements of regulatory acts and authorized bodies.
- 3.11. The Client agrees that his/her Order to conduct a Trading Operation may not be executed or not be executed in its full volume in case of insufficient liquidity for the Instrument.
- 3.12. The Client agrees that if the ratio of Orders made to the trades conducted is not within reasonable Limits, his or her requests/instructions/Orders may be declined by the Company or shall be processed last of all.

- 3.13. The Company has the right to make a compulsory Closing of the Client's Open Positions in the following cases:
- 3.13.1. In case of reaching the Stop-Out level set by the Company;
  - 3.13.2. If the Company has reasonable grounds to consider any Non-Trading Operations dubious;
  - 3.13.3. If a position appeared on the Client's Trading Account due to the wrong actions of the Company (technical deficiency, non-market quotes getting into the flow etc.);
  - 3.13.4. In case the number of the Client's positions poses a threat of increasing the load on the Company's Server;
  - 3.13.5. In case it is impossible for the Company to maintain the Client's Open Position due to the changes in legislation and (or) market conditions, relationships between the Company and third parties who directly or indirectly influence on the process of rendering the services by the Company under the Agreement;
  - 3.13.6. In case the Company denies the Client of service.

#### 4. Procedure for Placing, Changing and Executing Orders

- 4.1. The Client has the right at any time during the Trading Hours to set (modify) an Order to buy or to sell on the Instrument via Trading Terminal or via the phone. Placing (modification) of the Order shall be possible only in case there is an Actual Price of the Instrument on the Company's Server. Placing (modification) as well as Orders execution during Non-Trading hours can be restricted depending on a certain Trading terminals' specifics.
- 4.2. The Order is to contain all the essential conditions of the Trading Operation defined in these Rules, namely: Instrument, the volume of this Instrument, the type of Trading Operation and the desired execution price (or amount of a Limitation).
- 4.3. The Order placed by the Client is to be placed from the current Level of the market by not less than the minimum values specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies. The minimum distance for placing an Order may be increased when market conditions differ from the standard: in case of high volatility and (or) the low liquidity during the night hours, before or during public holidays, before the news announcement, before the end of the Trading Day etc.
- 4.4. The Order placed by the Client shall be cancelled (deleted) by the Company unilaterally in the following cases:
  - 4.4.1. In case there are not enough funds in the Client's Trading Account for Order execution;
  - 4.4.2. In case of the Order expiry date/time were reached (if they had been set);
  - 4.4.3. In case the position to which the Order was attached is closed;
  - 4.4.4. In case of CFD Instrument Expiration;
  - 4.4.5. In case trade volume increasing or profit reinvesting in Libertex terminal;
  - 4.4.6. In case the Order that opens a position is executed in the Gap, the Stop or Profit attached to it which also gets into the Gap may be deleted;
  - 4.4.7. In case that placing the Order at the Client's Trading Account is a result of the Company's faulty actions (technical failure, non-market price in the Price Feed and other);
  - 4.4.8. In case if the number of Client's Orders creates a threat of increasing the load on the Company's Server(s);
  - 4.4.9. In case the Company denies the Client of service.
- 4.5. It is not possible to cancel (modify) the Order after its execution as well as in case if the current price reaches the Order's price.
- 4.6. Orders and Limitations execution shall take place in a manner and in terms established by the Company for each type of Trading Terminal and stipulated in the Appendices to these Rules.
- 4.7. The Company has the right to restrict the number of Orders placed by the Client or their volume for all Instruments.



## 5. Procedure for Determining Mutual Obligations of the Client and the Company

- 5.1. The Company shall keep a daily record of mutual financial obligations of the Company and the Client concerning the Client's Open Positions and funds in his Trading Account. Mutual financial obligations of the Company and the Client shall be considered the funds in the Client's Trading Account as well as the Current Financial Result (unrealized profit and loss) of the Client's Open Positions. In case of unforeseen situations including technical deficiencies as well as other force-majeure circumstances which made it impossible to accurately determine the value of the Current Financial Result (unrealized profit and loss) of the Client's Open Positions mutual financial obligations of the Company and the Client shall be determined (calculated) on the basis of the amount of money on the Client's Trading Account and Current Financial Result (unrealized profit and loss) of the Client as of 9:00:00 p.m. according to Greenwich time (GMT) of the previous Trading Day.
- 5.2. The Current Financial Result (unrealized profit or loss) based on the Client's Open Positions shall be calculated automatically at each Quote change of each Open Position and reflected in the Trading Terminal in the equivalent of Trading account currency.
- 5.3. The Client's Financial Results (profit and loss) of the executed Trading Operations are reflected on the Trading Account when closing a position for each particular Instrument.
- 5.4. The Client shall guarantee the Margin Level (in those Trading Terminals where this notion is used) to be sufficient to support their Open Positions.
- 5.5. Should the Client's Trading Account amount become negative due to the mandatory position closing, the Company is entitled to transfer the compensation to this Trading Account in the amount needed for the Trading Account to come to zero. The Company may bring the Trading Account to zero at the expense of funds from other Trading Accounts of the Client as well as Trading Accounts of other persons on the condition that it is determined with the help of the Company's technical software and hardware that these Trading Accounts actually belong to the Client.
- 5.6. Should any technical deficiency or any other circumstances that are not the Company's fault lead to the improper Financial Result reflected in the Client's Trading Terminal, then during the calculation of Financial Result the result that was calculated with the use of formulas specified in the Appendices to these Rules shall be considered correct.
- 5.7. In case of a system failure resulting in the Client's execution of Trading Operations according to non-market prices or getting incorrect financial result otherwise the Company bears liability to the Client in the amount of a loss sustained by him as a result of this failure. The Company shall also preserve the profit received as a result of a failure for the Client but in the amount not more than 500 (five hundred) US dollars for 1 (one) Trading Account.

**The specifics of Trading Operations execution in MetaTrader4 Trading Terminal**  
 (Appendix No1 to the Rules of Trading Operations)

Charts plotting in the Trading Terminal	At the best available at each point in time Bid Prices
Changing the volume of an Open Position on the Instrument	Via the opening of an additional position on the same Instrument in the same or opposite direction.
Quote Modes (Execution Types) available	<ul style="list-style-type: none"> <li>• For CFD Instruments: Market Execution (execution at the Actual Price);</li> <li>• for Spot Instruments depending on the selected type of the Trading Account: Instant Execution or Market Execution</li> </ul> The Client cannot choose the types of execution for various Instruments.
The procedure for compulsory Closing of Positions in case of reaching Stop-Out level	<ul style="list-style-type: none"> <li>• Closing of Positions is carried out on a first-come, first-served basis along with the execution of the Client's instructions;</li> <li>• The Position with the largest current loss is queued up first;</li> <li>• For Market execution accounts Stop Out level is set at 50%;</li> <li>• For Instant execution accounts Stop Out level is set at 20%.</li> </ul>
The procedure of conducting the CFD Instruments Expiration	<ul style="list-style-type: none"> <li>• The position remains open;</li> <li>• The Client's Trading Account shall be automatically credited or debited by the amount equivalent to the price difference between the current price and the price of the next Underlying Asset with regard to the volume of an Open Position.</li> </ul>
The specifics of execution	The price of the Trading Operation execution depends directly on the liquidity available at the time of making such an operation, for which reason execution price for different sizes of operations conducted at the same time may differ, while the execution price may not be present in the Price Feed.
The specifics of Pending Orders placement	<ul style="list-style-type: none"> <li>• There is a possibility to place an Order to open a position as well as to close a position;</li> <li>• The minimal distance from the market level where the Order can be placed is measured from the current Ask Price for Orders to buy and from the Bid Price for Orders to sell.</li> </ul>
The procedure for Pending Orders execution	Orders shall be queued up for the subsequent execution in the following cases: <ul style="list-style-type: none"> <li>- Sell order of the Stop type (Stop Loss) shall be queued up for execution if the Bid Price that is streamed in the Price Feed becomes equal or less than the price specified in the Order. In this case the Order is to be executed at the first available price after queuing it up for execution.</li> <li>- Buy order of the Stop type (Stop Loss) shall be queued up for execution if the Ask Price that is streamed in the Price Feed becomes equal or more than the price specified in the Order. In this case the Order is to be executed at the first available price after queuing it up for execution</li> <li>- Sell order of the Limit type (Take Profit) shall be queued up for execution if the Bid Price that is streamed in the Price Feed becomes equal or more than the price specified in the Order.</li> <li>- Buy order of the Limit type (Take Profit) shall be queued up for execution if the Ask Price that is streamed in the Price Feed becomes equal or less than the price specified in the Order.</li> </ul>
The execution of the Pending Orders in a Gap	<ul style="list-style-type: none"> <li>• If there is a Gap and if there are several pending opening Orders for this Instrument which execution prices are within the range of the price change, the Pending Orders shall be executed in accordance with ascending Ticket number.</li> </ul>

	<ul style="list-style-type: none"> <li>If there is a drastic change of the Instrument price when the current price differs from the previous one by several (dozens of) Pips ("Gap") and if there are any pending opening and closing Orders (Take-Profit) that are placed by the Client for this Instrument and which execution prices are within the range of the price change, the pending opening Order shall be executed and the pending closing Order shall be deleted.</li> </ul>															
Formula of calculation of the financial result on a certain Position	$PL = V \times (Rc - Ro) \times X$ , where PL – Financial Result of the Trading Operation, V – Position volume in the units of measurement of the Instrument, Ro – opening position Quote, Rc – closing position Quote, X – Quote Currency value of the Instrument at the moment of Closing of a Position in US dollars, A positive Financial Result means the Client's profit, negative means loss.															
The procedure for dividends payout on CFD for shares	For any Client's Open Positions for CFD for shares as of ex-dividend date, which is determined by the management of the legal entity (stock issuer) and announced on the official website of the respective company in advance; the whole amount of dividends shall be credited to the Client's Trading Account (in case of a Long Position) or debited from the Trading Account (in case of a Short Position). It is calculated by the formula: $Sd = Q \times D$ , where Sd – the total amount of dividends, Q – the number of shares, D – the amount of dividends per share.															
The procedure of SWAP execution	<ul style="list-style-type: none"> <li>SWAP is carried out at 9:00 p.m. GMT;</li> <li>The commission will be debited / credited to Current Financial Result. The commission fees are listed on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.</li> <li>On one of the weekdays (depending on the instrument) commissions are tripled. The details can be found on the Company's Website.</li> </ul>															
The terms of Hedging (Lock)	Possible at the Margin Level of 100% and more															
Commission refund for unprofitable Trading Operations	No															
The specifics of leverage usage for currency pairs that belong to "FX Majors" group	<table border="1"> <thead> <tr> <th>Total position volume in USD</th> <th>Maximum leverage</th> </tr> </thead> <tbody> <tr> <td>less than 1 mln</td> <td>500</td> </tr> <tr> <td>1 mln - 5 mln</td> <td>200</td> </tr> <tr> <td>5 mln - 10 mln</td> <td>100</td> </tr> <tr> <td>greater than 10 mln</td> <td>5</td> </tr> </tbody> </table>	Total position volume in USD	Maximum leverage	less than 1 mln	500	1 mln - 5 mln	200	5 mln - 10 mln	100	greater than 10 mln	5					
Total position volume in USD	Maximum leverage															
less than 1 mln	500															
1 mln - 5 mln	200															
5 mln - 10 mln	100															
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The specifics of leverage usage for Gold and currency pairs that belong to groups other than "FX Majors", "FX RU", "FX S. America"	<table border="1"> <thead> <tr> <th>Total position volume in USD</th> <th>Maximum leverage for Market execution accounts</th> <th>Maximum leverage for Instant execution accounts</th> </tr> </thead> <tbody> <tr> <td>less than 5 mln</td> <td>200</td> <td>200</td> </tr> <tr> <td>5 mln – 10 mln</td> <td>100</td> <td>100</td> </tr> <tr> <td>10 mln – 20 mln</td> <td>20</td> <td>5</td> </tr> <tr> <td>greater than 20 mln</td> <td>5</td> <td>5</td> </tr> </tbody> </table>	Total position volume in USD	Maximum leverage for Market execution accounts	Maximum leverage for Instant execution accounts	less than 5 mln	200	200	5 mln – 10 mln	100	100	10 mln – 20 mln	20	5	greater than 20 mln	5	5
Total position volume in USD	Maximum leverage for Market execution accounts	Maximum leverage for Instant execution accounts														
less than 5 mln	200	200														
5 mln – 10 mln	100	100														
10 mln – 20 mln	20	5														
greater than 20 mln	5	5														

The specifics of leverage usage for CFDs for Indices	<b>Total position volume in USD</b>	<b>Maximum leverage</b>
	less than 0,3 mln	200
	0.3 mln- 1 mln	100
	1 mln - 1.5 mln	50
	1.5 mln - 5 mln	25
	greater than 5 mln	10
The specifics of leverage usage for CFDs for Energy	<b>Total position volume in USD</b>	<b>Maximum leverage</b>
	less than 0.25 mln	100
	0.25 mln –0,5 mln	50
	0.5 mln - 1 mln	25
	greater than 1 mln	10
The specifics of leverage usage for CFDs for Metals	<b>Total position volume in USD</b>	<b>Maximum leverage</b>
	less than 0.5 mln	50
	0.5 mln - 2 mln	25
	2 mln - 5 mln	12.5
	greater than 5 mln	10
The specifics of leverage usage for CFDs on stocks	<b>Total position volume in USD</b>	<b>Maximum leverage</b>
	less than 50k	20
	50k-100k	10
	greater than 100k	5
Other	<ul style="list-style-type: none"> <li>• Every Friday one hour before Trading Day ends the maximum Leverage for new and existing Open Positions is reduced to 1 to 200 and the Stop out Level is changed to 0%.</li> <li>• When the Margin Level becomes equal to or less than 100% (one hundred per cent) the Client shall increase this rate by transferring additional funds to his Trading Account or reducing the volume of Open Positions, otherwise the Company will be entitled to close Positions on his Account.</li> </ul>	

**The specifics of Trading Operations execution in Rumus Trading Terminal**  
 (Appendix No2 to the Rules of Trading Operations)

Charts plotting in the Trading Terminal	At the Client's choice: <ul style="list-style-type: none"> <li>• At the best available at each point in time Bid Prices;</li> <li>• At the best available at each point in time Ask Prices;</li> <li>• At the best available at each point in time Mid Prices.</li> </ul>
Changing the volume of an Open Position on the Instrument	By adding/partial closing/reversal of an existing Open Position.
Quote Modes (Execution Types) available	The Client can select the types of execution for various Instruments: <ul style="list-style-type: none"> <li>• Fixed Price (on request);</li> <li>• Instant Execution (immediate execution);</li> <li>• Market Execution (execution at the Actual Price).</li> </ul>
The procedure for compulsory Closing of Positions in case of reaching Stop-Out level	<ul style="list-style-type: none"> <li>• Closing of Positions is carried out on a first-come, first-served basis along with the execution of the Client's instructions;</li> <li>• The Position with the largest current loss is queued up first;</li> <li>• Stop Out level is set at 20%.</li> </ul>
The procedure of conducting the CFD Instruments Expiration	All Open Positions of the CFD Instrument which is subject to Expiration shall be closed at the last Actual Price for this CFD Instrument.
The specifics of Pending Orders placement	<ul style="list-style-type: none"> <li>• All of the Orders placed are Orders to execute Trading Operations and are not linked to existing Open Positions;</li> <li>• The minimal distance from the market Level where the Order can be placed is measured from the current Ask Price for Orders to buy and from the Bid Price for Orders to sell.</li> </ul>
The procedure for Pending Orders execution	Orders shall be queued up for the subsequent execution in the following cases: <ul style="list-style-type: none"> <li>- Sell order of the Stop type (Stop Loss) shall be queued up for execution if the Bid Price that is streamed in the Price Feed becomes equal or less than the price specified in the Order. In this case the Order is to be executed at the first available price after queuing it up for execution.</li> <li>- Buy order of the Stop type (Stop Loss) shall be queued up for execution if the Ask Price that is streamed in the Price Feed becomes equal or more than the price specified in the Order. In this case the Order is to be executed at the first available price after queuing it up for execution</li> <li>- Sell order of the Limit type (Take Profit) shall be queued up for execution if the Bid Price that is streamed in the Price Feed becomes equal or more than the price specified in the Order.</li> <li>- Buy order of the Limit type (Take Profit) shall be queued up for execution if the Ask Price that is streamed in the Price Feed becomes equal or less than the price specified in the Order.</li> </ul>
The execution of the Pending Orders in a Gap	<ul style="list-style-type: none"> <li>• The Company reserves the right to execute an Order not at the price specified in the Order but at the first price in the Price Feed available for Trading Operation execution after Gap. In case if within the range of</li> </ul>

	<p>single Quote change there are If Done Orders then the opening Order shall be executed and linked If Done Orders are to be deleted;</p> <ul style="list-style-type: none"> <li>In the event that there are several Pending Orders for one Instrument which execution price is within the Limits of the range of price change the Pending Orders execution is carried in random order.</li> </ul>
Formula of calculation of the financial result on a certain Position	$PL = V \times (Rc - Ro) \times X$ , where PL – Financial Result of the Trading Operation, V – Position volume in the units of measurement of the Instrument, Ro – opening position Quote, Rc – closing position Quote, X – Quote Currency value of the Instrument at the moment of Closing of a Position in US dollars, A positive Financial Result means the Client's profit, negative means loss.
The procedure for dividends payout on CFD for shares	<p>For any Client's Open Positions for CFD for shares as of ex-dividend date, which is determined by the management of the legal entity (stock issuer) and announced on the official website of the respective company in advance; the whole amount of dividends shall be credited to the Client's Trading Account (in case of a Long Position) or debited from the Trading Account (in case of a Short Position). It is calculated by the formula:</p> $Sd = Q \times D$ , where Sd – the total amount of dividends, Q – the number of shares, D – the amount of dividends per share.
The procedure of SWAP execution	<ul style="list-style-type: none"> <li>SWAP is carried out at 9:00 p.m. GMT;</li> <li>Closing of Open Positions at the current market Quote price with their subsequent reopening and crediting/debiting of SWAP-Points. The amount of SWAP-Points are specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.</li> <li>On the night from Wednesday to Thursday the crediting/debiting of SWAP-Points is conducted in triple size.</li> </ul>
The terms of Hedging (Lock)	No
Commission refund for unprofitable Trading Operations	No
The specifics of leverage usage for currency pairs	<ul style="list-style-type: none"> <li>After Margin reserved for all open trades reaches USD 25000 (twenty five thousand), Margin requirements needed to further trades increase or opening new ones double (increase 2 (two) times);</li> <li>After Margin reserved for all open trades reaches USD 75 000 (seventy five thousand) Margin requirements needed to further trades increase or opening new ones increase 5 (five) times.</li> </ul>
The specifics of leverage usage for instruments other than currency pairs	<ul style="list-style-type: none"> <li>After Margin reserved for all open trades reaches USD 25000 (twenty five thousand), Margin requirements needed to further trades increase or opening new ones increase 4 (four) times;</li> <li>After Margin reserved for all open trades reaches USD 75 000 (seventy five thousand) Margin requirements needed to further trades increase or opening new ones increase 10 (ten) times.</li> </ul>
Other issues	When the Margin Level becomes equal to or less than 100% (one hundred per cent) the Client shall increase this rate by transferring additional funds

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	to his Trading Account or reducing the volume of Open Positions, otherwise the Company will be entitled to close Positions on his Account.
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### The specifics of Trading Operations execution in StartFX Trading Terminal

(Appendix No3 to the Rules of Trading Operations)

Charts plotting in the Trading Terminal	At the best available at each point in time Mid Prices.
Changing the volume of an Open Position on the Instrument	By adding/partial closing/reversal of an existing Open Position.
Quote Modes (Execution Types) available	The Client can select the types of execution for various Instruments: <ul style="list-style-type: none"> <li>• Fixed Price (on request);</li> <li>• Instant Execution (immediate execution);</li> <li>• Market Execution (execution at the Actual Price).</li> </ul>
The procedure for the compulsory closing of positions after reaching the Stop-Out Level	<ul style="list-style-type: none"> <li>• All Open Positions of the Client shall be closed compulsory at the current market prices simultaneously and losses shall be written off from the Client's Trading Account;</li> <li>• Stop Out level is set at 20%.</li> </ul>
The specifics of placing Pending Orders, Limitations	<ul style="list-style-type: none"> <li>• There is no opportunity to place a Pending Order for position opening;</li> <li>• Limitations of profit/ loss are set in USD. The rates of minimal possible values for Limitations are specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies;</li> <li>• In case if at the moment of Limitation change for the Open Position the Current Financial Result of this Open Position is non-zero the new value of the Limit should be set with regard to the Current Financial Result.</li> </ul>
The procedure for execution of pending orders	Order shall be queued up for the subsequent execution when the conditions for the execution of this Order are met.
Limitations execution in a Gap	The Company has the right to execute the Limitation at the price first available for Trading Operation execution in the Price Feed after the Gap.
Formula of calculation of the financial result on a certain Position	$PL = V \times (Rc - Ro) \times X$ , where PL – Financial Result of the Trading Operation, V – Position volume in the units of measurement of the Instrument, Ro – opening position Quote, Rc – closing position Quote, X – Quote Currency value of the Instrument at the moment of Closing of a Position in US dollars, A positive Financial Result means the Client's profit, negative means loss.
The procedure of SWAP execution	<ul style="list-style-type: none"> <li>• SWAP is carried out at 9:00 p.m. GMT;</li> <li>• Writing off the commission. The commission rates are listed on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.</li> <li>• If the Client executes an unprofitable Trading Operation the refund of this commission shall not be provided.</li> </ul>
The terms of Hedging (Lock)	No
Commission refund for unprofitable Trading Operations	<ul style="list-style-type: none"> <li>• The commission shall be charged upon opening a position either upon increasing the Open Position volumes;</li> <li>• An access to the service of commission return shall be regulated by special conditions published on the Company's Website;</li> <li>• When calculating the commission to be returned for nonprofitable Operations, the following should be taken into consideration:</li> <li>• the accumulated commission receivable shall be fully refunded at the position closing or reversal if the profit hasn't increased or loss hasn't</li> </ul>

	<p>reduced from the moment of the position opening or the previous Trading Operation with partial closing or reversal; otherwise the accumulated commission receivable shall be set to zero;</p> <ul style="list-style-type: none"> <li>the accumulated commission receivable shall be refunded partially at the position partial closing in the ratio corresponding to the closing part of position if the profit hasn't increased or loss hasn't reduced from the moment of the position opening or the previous Trading Operation with partial closing or reversal; otherwise the accumulated commission receivable shall be set to zero.</li> </ul>
The specifics of leverage usage for currency pairs	<ul style="list-style-type: none"> <li>After Margin reserved for all open trades reaches USD 25000 (twenty five thousand), Margin requirements needed to further trades increase or opening new ones double (increase 2 (two) times);</li> <li>After Margin reserved for all open trades reaches USD 75 000 (seventy five thousand) Margin requirements needed to further trades increase or opening new ones increase 5 (five) times.</li> </ul>
The specifics of leverage usage for instruments other than currency pairs	<ul style="list-style-type: none"> <li>After Margin reserved for all open trades reaches USD 25000 (twenty five thousand), Margin requirements needed to further trades increase or opening new ones increase 4 (four) times;</li> <li>After Margin reserved for all open trades reaches USD 75 000 (seventy five thousand) Margin requirements needed to further trades increase or opening new ones increase 10 (ten) times.</li> </ul>
Other issues	<p>When the Margin Level becomes equal to or less than 100% (one hundred per cent) the Client shall increase this rate by transferring additional funds to his Trading Account or reducing the volume of Open Positions, otherwise the Company will be entitled to close Positions on his Account.</p>

**The specifics of Trading Operations execution in Libertex Trading Terminal**  
 (Appendix No 4 to the Rules of Trading Operations)

Charts plotting in the Trading Terminal	At the best available at each point in time Mid Prices.
Changing the volume of the Open Position on the instrument	<ul style="list-style-type: none"> <li>• Can be unavailable for certain instruments;</li> <li>• Open Position's volume can be increased;</li> <li>• Floating Profit of an Open Position can be reinvested.</li> </ul>
Quote Modes (Execution Types) available	Market Execution (execution at the Actual Price)
The procedure for compulsory Closing of Positions in case of reaching Stop-Out level	<ul style="list-style-type: none"> <li>• Loss level shall be calculated for every position separately;</li> <li>• Once the loss level for any Open Trade reaches 50% of the Trade volume (without multiplier), the Client must increase loss level via increasing the volume of the Open trade (in case such feature is available), otherwise the Company may close the trade at the Actual price.</li> </ul>
The procedure of conducting the CFD Instruments Expiration	All the Open Positions of the CFD Instrument which is a subject to Expiration shall be closed at the last Actual Price for this CFD Instrument and reopened with account of the financial result on the previous futures contract with the same direction and multiplier. In case the Client disagrees to renew his Position he should make the relevant settings in Trading Terminal.
The specifics of Orders placement	<ul style="list-style-type: none"> <li>• Limits of profit/ loss can be set in USD and at a price. Minimal possible values for the Limits are specified on the Company's Website;</li> <li>• In case if at the moment of Limit changed for the Open Position the Current Financial Result of this Open Position is non-zero the new value of the Limit should be set with regard to the Current Financial Result.</li> </ul>
The procedure for execution of Pending Orders	Order shall be queued up for execution if a price in the Price Feed becomes equal to the price in the Order, higher than the price in the Order (when going up) or lower than the price in the Order (when going down). In this case the Order can be executed at the first available price after its queuing up for the execution.
Formula of calculation of the financial result on a certain Position	<ul style="list-style-type: none"> <li>• When performing a Trading Operation to buy Financial Instrument:  <math>PL = S * M * (Ec/Eo - 1) - C</math>, where            PL – Financial Result on the trade;            S – trade amount in US dollars;            M – selected Multiplier;            Eo – Financial Instrument Quote) when placing a trade;            Ec – Financial Instrument Quote) when closing a trade;            C – commissions charged for opening a position and for the SWAP.</li> <li>• When performing a Trading Operation to sell Financial Instrument:  <math>PL = S * M * (1 - Ec/Eo) - C</math>, where            PL – financial result on the trade,            S – trade amount in US dollars;            M – selected Multiplier;            Eo – Financial Instrument quote when placing a trade;            Ec – Financial Instrument quote when closing a trade;            C – commissions charged for opening a position and for the SWAP.</li> </ul> <p>A positive Financial Result means the Client's profit, negative means loss.</p>

The procedure for dividends payout on CFD for shares	<p>For any Client's Open Positions for CFD for shares as of ex-dividend date, which is determined by the management of the legal entity (stock issuer) and announced on the official website of the respective company in advance, the current financial result on the trade with this Instrument on that day increases (in case of a Long position) or decreases (in case of a Short position) by the amount of adjustment for dividends calculated by the formula:</p> $Td = S * M * D / Po, \text{ where}$ <p>Td – the total amount of adjustment for dividends,          S – trade volume in US dollars;          M – selected Multiplier;          D - the amount of dividends per share;          Po – quote at the moment of placing a trade.</p>
The procedure of SWAP execution	<ul style="list-style-type: none"> <li>• SWAP is carried out at 9:00 p.m. GMT;</li> <li>• During the process of SWAP execution charging of/writing-off commission in the Current Financial Result is carried out. The commission rates are listed on the Company's Website;</li> <li>• On one of the weekdays (depending on the instrument) commissions are tripled. The details can be found on the Company's Website.</li> </ul>

**The specifics of Trading Operations execution in MetaTrader5 Trading Terminal**  
 (Appendix No5 to the Rules of Trading Operations)

Charts plotting in the Trading Terminal	At the best available at each point in time Bid Prices
Changing the volume of an Open Position on the Instrument	Via the opening of an additional position on the same Instrument in the same or opposite direction.
Quote Modes (Execution Types) available	<ul style="list-style-type: none"> <li>• For CFD Instruments: Market Execution (execution at the Actual Price);</li> <li>• for Spot Instruments depending on the selected type of the Trading Account: Instant Execution or Market Execution</li> </ul> The Client cannot choose the types of execution for various Instruments.
The procedure for compulsory Closing of Positions in case of reaching Stop-Out level	<ul style="list-style-type: none"> <li>• Closing of Positions is carried out on a first-come, first-served basis along with the execution of the Client's instructions;</li> <li>• The Position with the largest current loss is queued up first;</li> <li>• For Market execution accounts Stop Out level is set at 50%;</li> <li>• For Instant execution accounts Stop Out level is set at 20%.</li> </ul>
The procedure of conducting the CFD Instruments Expiration	<ul style="list-style-type: none"> <li>• The position remains open;</li> <li>• The Client's Trading Account shall be automatically credited or debited by the amount equivalent to the price difference between the current price and the price of the next Underlying Asset with regard to the volume of an Open Position.</li> </ul>
The specifics of Pending Orders placement	<ul style="list-style-type: none"> <li>• There is a possibility to place an Order to open a position as well as to close a position;</li> <li>• The minimal distance from the market level where the Order can be placed is measured from the current Ask Price for Orders to buy and from the Bid Price for Orders to sell.</li> </ul>
The procedure for Pending Orders execution	Orders shall be queued up for the subsequent execution for those types of Trading Terminals which imply the performance of Trading Operations with a Spread in the following cases: <ul style="list-style-type: none"> <li>- Sell order of the Stop type (Stop Loss) shall be queued up for execution if the Bid Price that is streamed in the Price Feed becomes equal or less than the price specified in the Order. In this case the Order is to be executed at the first available price after queuing it up for execution.</li> <li>- Buy order of the Stop type (Stop Loss) shall be queued up for execution if the Ask Price that is streamed in the Price Feed becomes equal or more than the price specified in the Order. In this case the Order is to be executed at the first available price after queuing it up for execution</li> <li>- Sell order of the Limit type (Take Profit) shall be queued up for execution if the Bid Price that is streamed in the Price Feed becomes equal or more than the price specified in the Order.</li> <li>- Buy order of the Limit type (Take Profit) shall be queued up for execution if the Ask Price that is streamed in the Price Feed becomes equal or less than the price specified in the Order.</li> </ul>
The execution of the Pending Orders in a Gap	<ul style="list-style-type: none"> <li>• If there is a Gap and if there are several pending opening Orders for this Instrument which execution prices are within the range of the price change, the Pending Orders shall be executed in accordance with ascending Ticket number.</li> <li>• If there is a drastic change of the Instrument price when the current price differs from the previous one by several (dozens of) Pips ("Gap") and if there are any pending opening and closing Orders (Take-Profit) that are placed by the Client for this Instrument and which execution prices are within the range of the price change, the pending opening Order shall be executed and the pending closing Order shall be deleted.</li> </ul>
Formula of calculation of the	$PL = V \times (Rc - Ro) \times X$ , where PL – Financial Result of the Trading Operation, V – Position volume in the units of measurement of the Instrument,

financial result on a certain Position	Ro – opening position Quote, Rc – closing position Quote, X – Quote Currency value of the Instrument at the moment of Closing of a Position in US dollars, A positive Financial Result means the Client's profit, negative means loss.		
The procedure for dividends payout on CFD for shares	For any Client's Open Positions for CFD for shares as of ex-dividend date, which is determined by the management of the legal entity (stock issuer) and announced on the official website of the respective company in advance; the whole amount of dividends shall be credited to the Client's Trading Account (in case of a Long Position) or debited from the Trading Account (in case of a Short Position). It is calculated by the formula: $Sd = Q \times D$ , where Sd – the total amount of dividends, Q – the number of shares, D – the amount of dividends per share.		
The procedure of SWAP execution	<ul style="list-style-type: none"> <li>• SWAP is carried out at 9:00 p.m. GMT;</li> <li>• The commission will be debited / credited to Current Financial Result. The commission fees are listed on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.</li> <li>• On one of the weekdays (depending on the instrument) commissions are tripled. The details can be found on the Company's Website.</li> </ul>		
The terms of Hedging (Lock)	Possible at the Margin Level of 100% and more		
Commission refund for unprofitable Trading Operations	No		
The specifics of leverage usage for currency pairs that belong to "FX Majors" group	<b>Total position volume in USD</b>		<b>Maximum leverage</b>
	less than 1 mln		500
	1 mln - 5 mln		200
	5 mln - 10 mln		100
	greater than 10 mln		5
The specifics of leverage usage for Gold and currency pairs that belong to groups other than "FX Majors", "FX RU", "FX S. America"	<b>Total position volume in USD</b>		<b>Maximum leverage for Market execution accounts</b>
	less than 5 mln		200
	5 mln – 10 mln		100
	10 mln – 20 mln		20
	greater than 20 mln		5
The specifics of leverage usage for CFDs for Indices	<b>Total position volume in USD</b>		<b>Maximum leverage</b>
	less than 0,3 mln		200
	0.3 mln- 1 mln		100
	1 mln - 1.5 mln		50
	1.5 mln - 5 mln		25
The specifics of leverage usage for CFDs for Energy	<b>Total position volume in USD</b>		<b>Maximum leverage</b>
	less than 0.25 mln		100
	0.25 mln – 0,5 mln		50
	0.5 mln - 1 mln		25
	greater than 1 mln		10

The specifics of leverage usage for CFDs for Metals		<b>Total position volume in USD</b>	<b>Maximum leverage</b>
		less than 0.5 mln	50
		0.5 mln - 2 mln	25
		2 mln - 5 mln	12.5
		greater than 5 mln	10
The specifics of leverage usage for CFDs on stocks		<b>Total position volume in USD</b>	<b>Maximum leverage</b>
		less than 50k	20
		50k-100k	10
		greater than 100k	5
Other	<ul style="list-style-type: none"> <li>• When the Margin Level becomes equal to or less than 100% (one hundred per cent) the Client shall increase this rate by transferring additional funds to his Trading Account or reducing the volume of Open Positions, otherwise the Company will be entitled to close Positions on his Account.</li> </ul>		



## **RULES OF NON-TRADING OPERATIONS**

(Appendix No.2 to the Agreement for International Financial Services)

### 1. General provisions

- 1.1. These Rules were drafted for the purposes of implementing anti-illicit trade, anti-financial fraud and anti-money laundering measures, aiming to protect the Company's Clients against fraud, detect and prevent any violations of law and formalize the procedure for Non-Trading Operations on the Account of the Company's Clients.
- 1.2. The Client shall:
  - 1.2.1. comply with all legal norms, including the international ones, aimed at anti-illicit trade, anti-financial fraud and anti-money laundering measures;
  - 1.2.2. avoid direct or indirect aid to any illegal financial activities and any other illegal operations using the Personal Account Management Portal;
  - 1.2.3. avoid direct or indirect aid to any financial fraud or any other actions which are contrary to the international law and legal norms;
  - 1.2.4. avoid any actions able to directly or indirectly impair the anti-money laundering measures when using the Personal Account Management Portal for any practical purpose.
  - 1.2.5. guarantee that (s)he is entitled to use the funds transferred to the Company's Accounts and that the funds are of legal origin and lawfully possessed.
- 1.3. To ensure prompt communication with the Client in order to resolve any issues related to the Non-Trading Operations, the Company shall use Client's contact information submitted during registration or changed to comply with the rules as set forth by the Company. The Client agrees to receive messages from the Company at any time.
- 1.4. The Company reserves the right to investigate the nature of any dubious Non-Trading Operations and to suspend such Operations until the identification of the reasons of their occurrence and the end of investigation.
- 1.5. In the process of investigation, according to these Rules, the Company reserves the right to request the copies of all the Client's identification cards and bank cards used to fund his Account, billing and other documents confirming the lawful possession and legal origin of funds.
- 1.6. In case a dubious Non-Trading Operation is revealed, the Company has a right:
  - 1.6.1. to refuse to execute such Operations for the Client;
  - 1.6.2. to restrict the withdrawal of funds from the Client's Account in any way (at the Company's discretion);
  - 1.6.3. to return the funds previously transferred from the Client's Account to the accounts from which such funds were transferred to the Company's Account;
  - 1.6.4. to close the Client's Account and refuse any further service;
  - 1.6.5. to charge the Client's Account a fee for the service of the Client's Account if the Client fails to carry out any Trading Operations within the time set by the Company or charge the mentioned fee for the period from the date of opening of the Client's Account through the date of closing it by the Client as well as in other cases of inappropriate use of the Account by the Client as specified by the Company;
  - 1.6.6. to deduct from the Client all the fees and expenses related to the execution of the dubious non-trading transaction;
  - 1.6.7. to close the Client's Open Positions and record his Financial Result;
  - 1.6.8. to block the access to the Trading Terminal until the elimination of circumstances which made the transaction look dubious.

- 1.7. A refusal to execute dubious Non-Trading Operations as well as termination of the Agreement made with the Client whenever a dubious Non-Trading Operation is revealed by the Company shall not trigger any civil liability of the Company for the failure to fulfill obligations hereunder.
- 1.8. The Company has the right to close the Client's Account in the following cases:
  - 1.8.1. if the Client does not execute any Operations on the Account within 6 (six) consecutive months and if no funds are available on the Account;
  - 1.8.2. in case the Client does not run any Transactions on their Client Account during at least three years in a row, regardless of whether the Client has any funds on their Client Account, while the Company has taken all necessary and reasonable actions in order to contact the Client and/or the Client's lawful heirs and/or representatives in law through all means of communication possible, but failed; in this case, no action taken by the Client during this time frame shall mean that the Client withdraws from the Agreement and waives their right for all property (funds) they have within the terms stipulated in this Agreement;
  - 1.8.3. any other cases established by this Agreement and these Rules.
- 1.9. If the Client submits a Request for Withdrawal of Funds defined in Section 4 hereof, and in case of failure to execute Trading Operations before the relevant Request is submitted, the Company has the right to charge the Client an additional fee for executed Non-Trading Operations in the amount of 2% of the total sum of the funds withdrawn.
- 1.10. Tariffs for account servicing are published on the Company's Website (<http://www.libertex.org>).
- 1.11. In case the Company denies the Client of service or working on a certain Trading Terminal the Company has a right to restrict withdrawal of funds from the Client's Account in any way (at the Company's discretion).

## 2. Detection Criteria for and Features of Dubious Non-Trading Operations

- 2.1. A Non-Trading Operation may be deemed dubious by the Company if:
  - 2.1.1. excessive numbers of funds transferred to and/or from the Client's Account are revealed even if no Trading Operations are conducted on the Client's Account;
  - 2.1.2. any odd Operations with no evident economic rationale or evident lawful goal are revealed;
  - 2.1.3. any circumstances which imply that Operations are executed for money laundering purposes or for terrorist financing are revealed;
  - 2.1.4. the Client fails to submit information to enable his/her identification within the time as set by the Company, or submits inaccurate data and/or the specified addresses and phone numbers fail to provide communication with the Client;
  - 2.1.5. forged, invalid or low-quality documents (monochromatic, illegible) are submitted;
  - 2.1.6. the absence of the permanent regulating body of legal entity, other body or a person that has a right to act on legal entity's behalf without a power of attorney at a legal entity's location;
  - 2.1.7. not providing by the Client any information needed to identify the benefactor (final benefactor), i.e. a person, to the benefit of whom the Client acts (in particular based on an agent agreement, commission agreement or asset management agreement) on the Company's request;
  - 2.1.8. not providing by the Client any information and documents requested by the Company, including those related to the Client's financial state – a legal entity and/or beneficiary (final beneficiary).
- 2.2. The criteria of revealing and indicators of dubious Operations stated in these Rules are not obligatory or exhaustive. A Non-Trading Operation can be recognized by the Company as dubious based on the analysis of its specifics, components, relating circumstances and interaction with the Client or his representative even if there are no formal criteria or indicators mentioned in these Rules. The Company subjective evaluation shall be the basis for detection of the said Operations.
- 2.3. If any dubious Non-Trading Operations are detected the Company shall have discretion to make a decision on further actions concerning the Client, his/her Trading and Non-Trading Operations.

### 3. Funding the Client's Account

- 3.1. To fund his/her Account the Client can transfer the funds to the Company's Accounts or the accounts of Paying Agents authorized by the Company: Holcomb Finance Limited (P.C. 1087 Nicosia, Cyprus), Libertex International Company Limited (St. Vincent & the Grenadines), Lexmonia Limited (P.C. 3032, Limassol, Cyprus). The list of the authorized Paying Agents and their banking details are specified in the Personal Account Management Portal.
- 3.2. To transfer the funds to the Company's Accounts the Client shall meet the requirements and consider the restrictions as laid down by applicable laws and legal acts adopted by the countries where the said transfer is made.
- 3.3. Before making a transfer the Client shall use the data in the Personal Account Management Portal to check the banking details of the Company.
- 3.4. The Client is solely liable for the accuracy of all the payments made by him\her. If the Company's banking details were changed, the Client shall be solely liable for all payments made under the outdated banking details as soon as the new ones are posted in the Personal Account Management Portal.
- 3.5. The Client can either use only his personal bank account or make a personal payment (without opening a bank account) to make a bank transfer to the Company's Bank Account specified on the Client's page in the Personal Account Management Portal. The Client can use either his personal electronic account or that of a person duly authorized by the Client to make a wire transfer to the Company's Accounts.
- 3.6. The Company reserves the right to refuse to credit the funds transferred to the Company's Account if the payment reference of such funds differs from the one specified on the Client's page in the Personal Account Management Portal. In such a case the Company shall send the funds back to the account from which they were transferred. All the expenses related to such a transfer shall be attributable to the Client.
- 3.7. If the payment was received from a bank plastic card of a third person the Company can require submitting the documents confirming the third person's consent to fund the Client's Account, documents identifying the third person and a scanned copy (scan) of the plastic card. If the documents are not submitted or if the Company has reasons to deem the documents unreliable, the Company reserves the right to return the payment to the account it was transferred from.  
To submit a scanned copy of a bank card in compliance with this clause, the below requirements shall be followed for safety purposes:
  - 3.7.1. the number on the face of the card must be covered leaving only the first six and the last four figures;
  - 3.7.2. the CVV2/CVC2 security code on the reverse shall be covered as well.
- 3.8. The Client understands and agrees that the Company shall not be liable for the period of payment transfer and the circumstances which led to the transfer malfunction, if such circumstances were not caused by the Company.
- 3.9. The Company shall credit the funds received on the Company's Account to the Client's Account. The Client understands and agrees that all fees and other expenses relating to the method of transfer (s)he selected and crediting of funds shall be attributable to the Client.
- 3.10. The appropriate currency for the Company to accept the transferred funds and remit those to the Client's Account is specified in the Client's Personal Account Management Portal.
- 3.11. Conversion rate as well as other expenses related to crediting of funds are published in the Personal Account Management Portal and may be changed at the Company's discretion.
- 3.12. Funds which are not directly related to the compensation costs shall be credited to the Client's Account if:
  - 3.12.1. the funds transferred by the Client arrive in the Company's Accounts specified in the Personal Account Management Portal;
  - 3.12.2. funds are transferred to the Client's Account from a different Account of the same Client opened with the Company within the same Personal Account Management Portal between different Trading Platforms (StartFX, Rumus, MetaTrader4, MetaTrader5, Libertex);
  - 3.12.3. the funds previously transferred to the Client are returned to the Company's Accounts in case of failure to contact the Client in order to resolve a problem promptly and re-transfer the funds.
- 3.13. Funds shall be credited to the Client's Account within the following time limits:

- 3.13.1. If the Client's Account is funded by transferring the money to the Company's Account or accounts of Paying Agents – not later than the end of the next working day from the date of the arrival of funds in the Company's Account or an account of a Paying Agent with all data required for identification of the payment available in the billing document. The Company shall not be liable for the prompt and accurate crediting of funds transferred by the Client using the banking details which differ from those posted in the Personal Account Management Portal. If the Client uses some means of instant account funding, such as top up vouchers, to credit his/her Account or uses the international payment systems, such as VISA, MasterCard, Skrill etc. after the end of a Trading day on Friday, the funds may be credited before the first hour of the following Trading Day ends;
- 3.13.2. If the Client's Account is funded by transferring the money from the Client's different Account (Request for Internal Transfer of Funds) – within 1 (one) Trading Day, but not later than the end of the following Business day as from receipt of the Request for Internal Transfer of Funds.
- 3.14. If the funds sent through bank transfer didn't arrive in the Client's Account within 5 (five) Business Days as of the date of transfer, the Client has the right to fill in the feedback form and "Help and Support" section of the Company's Website and send a request supported by documents confirming the executed bank transfer (payment orders, copies of documents (swift), etc.) to the Company.
- 3.15. Pursuant to the Client's request, the Company shall carry out an internal investigation in order to resolve the situation defined in these Rules. The Client understands that such an investigation may involve certain commission costs which are to be covered at the Client's expense. The way of covering such expenses will be chosen individually and can be executed either by transferring the necessary amount to the Company's Accounts or via writing the amount off the Client's Account.
- 3.16. Depending on the internal investigation result the Company shall take one of the following actions:
  - 3.16.1. If the investigation reveals that the funds didn't arrive in the Company's Account the Company shall finish the internal investigation and notify the Client of this result. The Client has a right to address the bank which made the transfer for further investigation of the circumstances specified in these Rules. The Company shall bear no liability for any disputes or conflicts arising between the Client and the bank in connection with the transfer the latter made.
  - 3.16.2. If the Company finds out that the funds arrived in its Account it shall finish the internal investigation and credit the funds to the Client's Account.

#### 4. Withdrawing of Funds from the Client's Account

- 4.1. The Client can at any time give an order regarding any or all the funds deposited to his Account by sending to the Company a Request to Withdraw Funds from the Client's Account or a Request for Internal Transfer of the Client's Funds to his/her other Account. The Request shall contain the Client's order to deduct the funds from the Client's Account or the order to transfer funds to his/her other Account opened with the Company, in compliance with the following conditions:
  - 4.1.1. The Client's Request to Withdraw Funds shall cover the amount not exceeding the free balance of the Client's Account and not less than the amount of withdrawal commission kept back by the Company from the sum specified in the Request under Trading Accounts Maintenance Fee Schedule. The free balance shall be calculated automatically online taking into consideration the current loss on the Open Positions and the sum required to maintain the open positions. Requests for sums which are less than or equal to the withdrawal commission are not accepted and will not be executed; the Company can waive such a Request.
  - 4.1.2. The Client's Request to Withdraw Funds from his/her Account shall meet the requirements and consider the restrictions as set forth by the applicable laws and other legal acts adopted by the countries where the said transfer is made.
  - 4.1.3. All the Client's Requests to Withdraw Funds from the Client's Account shall meet the requirements and consider the restrictions as set forth herein and in the Agreement entered into between the Client and the Company.
- 4.2. A Paying Agent authorized by the Company can transfer the funds to the Client's Account to execute the Request to Withdraw Funds from the Client's Account.

- 4.3. The Client shall process a Request to Withdraw Funds or a Request for Internal Transfer in a currency of the Client's Account. In case the currency of the Client's Account differs from the currency specified in the Request the amount of transfer shall be converted to the currency specified in the Request by the Company.
- 4.4. The currency of transfer, conversion rate, the amount of commission and other costs as well as minimum and maximum amounts of withdrawals shall be determined by the Company depending on the applied method of withdrawal specified in the Personal Account Management Portal.
- 4.5. The Client understands and agrees that all commission and other costs connected with applying and following the method of withdrawal chosen by him shall be paid by the Client.
- 4.6. A Withdrawal of funds from the Client's Account shall be carried out upon the receipt of a Request to Withdraw Funds or a Request for Internal Transfer by the Company.
- 4.7. A Request shall be deemed accepted by the Company if it is executed and displayed in the Personal Account Management Portal at the special section of this system named "Reports". A Request executed by any other method shall not be deemed accepted by the Company.
- 4.8. A Request to Withdraw Funds shall be processed by the Company within the following time period:
  - 4.8.1. a Request to Withdraw Funds to a banking account received before 2:00 p.m. GMT shall be processed on the day of its receipt by the Company;
  - 4.8.2. a Request to Withdraw Funds to a banking account received after 2:00 p.m. GMT shall be processed on the next Business Day after the day of its receipt;
  - 4.8.3. a Request to Withdraw Funds to an electronic account QIWI, electronic account Yandex.Money, electronic account WebMoney shall be processed within 1 (one) Trading Day, but not later than the end of the next Business Day as from receipt of a Request to Withdraw Funds.
- 4.9. The Client can make a Request to Withdraw Funds to a banking account, an electronic account QIWI, electronic account Yandex.Money, electronic account WebMoney, mobile phone or a bank card Visa/MasterCard on the condition that they are registered on his name. The respective Requests registered for the banking account of third parties, an electronic account QIWI of third parties, electronic account Yandex.Money of third parties, electronic account WebMoney of third parties, bank card Visa/MasterCard of third parties shall not be accepted for execution by the Company.
- 4.10. The Client can make a Request for Internal Transfer of Funds to his another Account registered on his name and opened within one profile of Personal Account Management Portal. The Requests for Internal Transfer of Funds to the accounts of third parties shall not be accepted for execution by the Company.
- 4.11. The Client understands and agrees that when funds are withdrawn from his\her Account through a Request to Withdraw Funds they can be credited only to the following accounts:
  - 4.11.1. electronic accounts QIWI that the Client used to fund his\her Account (when using electronic system QIWI for withdrawal);
  - 4.11.2. electronic accounts Yandex.Money that the Client used to fund his\her Account (when using electronic system Yandex.Money for withdrawal);
  - 4.11.3. electronic accounts WebMoney that the Client used to fund his\her Account or any other electronic accounts WebMoney registered on the Client's name with allotment of a digital wallet not less than "Basic" Level.
  - 4.11.4. debit cards Visa/MasterCard that the Client used to fund his\her Account (when using bank card Visa/MasterCard for withdrawal).
- 4.12. The transfer of funds to the Client's Account shall be performed in the following order:
  - 4.12.1. in case of funds transfer to the banking account - on the next Business Day after the order processing in case other date hasn't been stated by the Company at the moment of creation of a Request to Withdraw by the Client in his Personal Account Management Portal;
  - 4.12.2. in case of funds transfer through online payment systems WebMoney, QIWI and Yandex.Money or to the mobile phone or bank card Visa/MasterCard - on the day of the order processing.
  - 4.12.3. to the bank card Visa/MasterCard that the Client used to fund his\her Account.
- 4.13. The Client shall have a right to send a request to conduct an internal investigation to the Company in case the funds written off by the Client from his\her Account by means of a Request to Withdraw Funds are not credited to the relevant accounts of the Client within the following time period:
  - 4.13.1. within 5 (five) Business Days when sending funds by bank transfer;



- 4.13.2. within 2 (two) Business Days when sending funds to electronic account WebMoney, electronic account QIWI, electronic account Yandex.Money, mobile phone or a bank card Visa/MasterCard.
- 4.14. The Company shall have the right to provide the Client with a copy of payment order or a statement confirming the fact of funds withdrawal and transfer to the Client's Account. The Client understands and agrees that such an investigation and preparation of all the necessary documents may involve certain commission costs which are to be covered at the Client's expense. The way of covering such the expenses will be chosen individually and can be executed either by transferring the necessary amount to the Company's Accounts or via writing the amount off the Client's Account.
- 4.15. If as a result of the Company's internal investigation the Company is found guilty of non-crediting of funds to the Client's Account, the Company shall reimburse the Client for commission costs collected in accordance with these Rules.
- 4.16. If when executing a Request to Withdraw Funds the Client makes a mistake in details that results in non-crediting of funds to the Client's Account the commission costs on resolving this situation shall be paid by the Client.
- 4.17. The Client shall have the right to cancel the Request executed earlier by filing an application form for the Request cancellation. Cancellation of a Request by the Client shall be possible in case the Client definitely states which Request is regarded cancelled in the application for cancellation. The Client shall have the right to cancel the previously submitted Request until the moment of its processing by the Company in accordance with the terms defined in these Rules.
- 4.18. The Client shall have the right to recall funds in regard to which he sent a Request to Withdraw Funds. The specified recall can be made until the moment of funds receipt to the Client's Account. The Client shall be obliged to accept everything executed by the Company and (or) the organization serving the Company's Account (Accounts) and pay the Company for the services rendered and the costs incurred in connection with the Request execution.

## 5. Terms and Consequences of Changing the List of Recommended Trading Terminals

- 5.1. The Company reserves the right to change, at its sole discretion, the list of the Trading Terminals recommended for use in order to fulfill the terms of the Agreement, upon sending a notification to the Client.
- 5.2. In case such a change leads to failure to use a certain Trading Terminal, the Client shall, within the time line set in the notification, manage their funds on their Trading Account used to trade on the Trading Terminal in question, by sending to the Company a Request to Withdraw funds from the Trading Account or an Request for internal Transfer of funds to transfer the funds to an account used by the Client with another Trading Terminal.
- 5.3. In case the Client fails to manage their funds within the time line set in the notification, the Company reserves the right to transfer Client's funds at its discretion:
  - 5.3.1. to another Client Account, including a Bonus Account, which is used by the Client in another Trading Terminal; in case the Client has more than one such Client Account, the Company will determine the target account to transfer the funds to at its sole discretion;
  - 5.3.2. in case the Client has no other Client Accounts used with another Trading Terminal(s), to a Trading Account created on behalf of the Client by the Company, that will work with any other accessible Trading Terminal.
- 5.4. The Company reserves the right to close and terminate the Trading Account created by the Company on behalf of the Client in case there are any circumstances that, three years or more after the Account has been created and the funds have been credited, prove that:
  - 5.4.1. the Client has lost interest in the services provided by the Company (the Client has not made any Trading Operation);
  - 5.4.2. the Client has lost interest in the funds deposited on the Account (the Client has not made any requests regarding his\her funds);

- 5.4.3. The Company has taken all necessary and reasonable actions in order to contact the Client and/or the Client's lawful heirs and/or representatives in law through all means of communication possible, but failed.

In this case, no action taken by the Client during this time frame shall mean that the Client withdraws from the Agreement and waives their right for all property (funds) he\she has within the terms stipulated in this Agreement.



## RISK DISCLOSURE

(Appendix No 4 to the Agreement for international financial services)

The purpose of this Risk Disclosure (here and after – the Disclosure) is to disclose the information about risks related to Operations on the financial markets to the Client and to warn the Client about possible financial losses in connection with these risks. The list of risks defined in this Disclosure is not exhaustive because of the variety of possible situations arising while conducting those Operations.

1. When conducting Operations on the international financial markets, a rather small change in the Underlying Asset price may have a significant impact on the equity of the Client's Trading Account due to the Leverage effect. Due to this fact in case market moves against the Client's position, the Client can sustain a loss in the amount of funds deposited to the Trading Account and any other funds transferred by him to the Trading Account for the Open Positions maintenance. The Client shall be fully responsible for all risk assessments, for using funds and for choosing the corresponding trading strategy.
2. A number of Instruments have a significant intraday price change range which implies a high probability of receiving profit or sustaining losses on the Operations in question. In case of high volatility, low liquidity and other significant market conditions changes that cause the price change of 5% and more during the period not longer than a Trading day time-span, the Company is entitled to fix the financial result of the Client's Operations at a price that doesn't differ by more than 5% from the starting point of the financial instruments price change established by the Company.
3. The Client shall assume the risk of financial losses due to a malfunction of informational, communication, electrical and (or) other systems used for conducting the Operations stipulated by the Agreement and its Appendices.
4. The Client admits that in abnormal market conditions the time of the Client's instructions and Orders processing can increase.
5. The Client shall take risks of financial losses caused by force-majeure circumstances including but not limited:
  - 5.1. strikes, mass riots or civil strives, acts of terrorism, wars, natural disasters, accidents, fires, floods, storms, hurricanes, interruptions of electricity, communication, software or electronic equipment, which by the Company's well-grounded opinion resulted in market or markets destabilization of one or several trading Instruments;
  - 5.2. interruption, liquidation or closing of some market or absence of any event which is a ground for the Company's Quotes, bringing in Limitations or special or unstandardized trading conditions as well as conducting Operations at any market or in respect of any event of this kind.
6. When planning and executing Operations related to the increased risk, the Client shall take into account that in practice the probabilities of positive and negative deviation of a real result from the planned (or expected) one often contemporize and realize depending on a number of particular circumstances which Level of measurement determines the effectiveness of the Client's Operations.
7. In consideration of the foregoing the Company shall recommend the Client to consider if risks resulting from the Operations conducting on the international financial market are acceptable with due regard to goals and financial capacities of the Client.
8. This Disclosure is not intended to make the Client reject the Operations execution on the international financial market but to help the Client to assess risks related to the operations execution and to be responsible when considering the type of the business strategy within the framework of the Agreement concluded with the Company.