

## Trading Conditions

### Access and Security

The Automated Systems may be used to transmit, receive and confirm execution of orders, subject to prevailing market conditions and applicable rules and regulations.

The Company consents to grant to the Client the access and the use of the Automated Systems, provided that the Client adopts the required procedures to prevent unauthorized access to and use of the Automated Systems.

The Client accepts full responsibility for all trades executed through the Automated System, including the risk of financial liability for trades executed by unauthorized third parties. The Client is responsible for monitoring of his Account(s). The Client shall immediately notify the Company in writing if he becomes aware of any of the following; any loss, theft or unauthorized use of the Client's password;

any failure by the Client to receive a message stating that an order was received and/or executed;

any failure to receive an accurate confirmation of an order execution;

any receipt of confirmation of an order and/or execution not placed by the Client; any

inaccurate information in the Account balances, positions or transaction history.

### Trading Rules

Any trading instruction sent by the Client via the Company trading platform is considered as irrevocable request, and will be regarded as an order upon electronic confirmation by the Company. All trading transactions are performed online through Company's trading platforms. By-phone trading is an emergency option only.

Any system failure at the Company may result into not executing the order according to the Client's instructions or not executing the order at all.

If the Client performs any form of abusive trading, including, but not limited to strategies aimed at exploiting errors in prices, non-qualified trades (unless otherwise is specified in Trading Terms), or strategies prohibited by the Company Trading Terms, the Company is entitled to take one or more of the following countermeasures:

Adjust the prices and price spreads available to the Client.

Withdraw from the Client's Account any trading profits which have gained through the Trading Terms abuse.

Block Client's Account with a prior notice.

Limit the list of Account types, instruments, strategies, and other products available to the Client.

Terminate the relationships with the Client immediately by giving written notice.

### Pending Orders

All pending orders are guaranteed according to the fair market rate.

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All pending orders must be placed according to the product specifications stated on the.

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Company website.

Once pending orders are in process, the Company's system will reject any cancellation or modification attempted during that time

## Order Execution

All orders are guaranteed according to the fair market rate.

The Company reserves the right to cancel and delete any transaction/pending order/binary option executed on an invalid price (directly executed or re-quoted) without prior notice. Market spread may be offered on all or selected products for the duration of news releases and throughout hectic markets.

The Company may in its sole and absolute discretion, at any time, without a prior notice change its commissions, fees, spreads, margin requirements, payouts, and leverages, or close any account. The Client shall understand and accept that all orders are executed automatically, in accordance with the orders' queue.

The Client's order is placed in the queue in the situations including, but not limited to, the following:

The Bid price for the Take Profit on the open long position equals or exceeds the order level.

The Bid price for the Stop Loss on the open long position equals or drops below the order level.

The Ask price for the Take Profit on the open short position equals or drops below the order level.

The Bid price for the Stop Loss on the open short position equals or exceeds the order level.

The Ask price for the Buy Limit order equals or drops below the order level.

The Bid price for the Sell Limit order equals or exceeds the order level.

The Ask price for the Buy Stop order equals or exceeds the order level.

The Bid price for the Sell Stop order equals or drops below the order level.

The Company shall use the following rules while executing the orders:

The "Buy" transactions are made using the Ask price.

The "Sell" transactions are made using the Bid price.

The long positions are opened using the Ask price.

The short positions are opened using the Bid price.

The long positions are closed using the Bid price.

The short positions are closed using the Ask price.

## Trading Facilities

Trading accounts are basic and not equipped with the following facilities by default; these facilities are available upon request:

Expert Advisors;

VPS (Virtual Private Server);

Other facilities.

The above facilities should be requested directly from the Company Support Department by email and subject to the management approval.

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## Mistakes in the Execution of Orders and Quoting Errors

If the Client suffers any loss through the non-application or incorrect application of an order or transfer, the Company will not be liable.

In case of a quoting error, whether written or oral, the Company accepts no liability and reserves the right to make the necessary corrections or adjustments based on the fair market value determined by the Company, in its sole discretion, of the relevant product at the time such error occurred.

## Non-Qualified Trades

Within the Company's meaning, non-qualified are the trades based on the following principles:

Distance in pips between open and close price lower than triple spread (3 Pips or less);

Time between open and close less than 3 minutes;

High frequency of trades.

Non-qualified trades are allowed under a prior agreement between the Client and the Company or under one or all of the following conditions:

Higher spread may apply;

lower leverage may apply;

A commission may apply.

## Reporting Trading Errors

When the Client reports a trading error, he must send an email to the Company Support Department immediately.

The Company will need the following information to be able to assist Client in this regard:

Client's full name.

Client's Account number.

Detailed description of the enquiry.

Client's ticket number if applicable.

Client's direct contact information.

Any trading error on behalf of the Client must be reported within 24 hours.

Any trading error coming from the Company will be amended.

## Liquidation of Accounts and Payment of Deficit Balance

The Company reserves the right to terminate the relationship with the Client at any time and, in particular, the Company may, at its discretion, cancel trading orders, close open positions and demand settlement of any open Account balance at a date, specified by the Company. To liquidate the Client's long or short positions, the Company may, at its sole discretion, offset or initiate new long or short positions in order to establish a spread, strangle or straddle to improve protection or avoid reduction of existing positions on the Client's Account. The Company may bid and become a purchaser at any such sale.

Upon any sale of the Client's positions, the Company shall collect the proceeds for the Client's Account. The proceeds from any such sale or action shall be applied firstly to the payment of

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all legal and other costs and expenses incurred in connection with the sale or action, and secondly to the payment of the Client's liabilities with the Company. The remaining balance shall be paid out to the Client.

According to the account type, when the margin level specification is reached the Company will liquidate (close) all open position(s) including hedged positions.

At zero equity, the Company will liquidate (close) all open position(s) including hedged positions. Pending orders at liquidation level may not be deleted if there are sufficient margins on Account to activate these orders.

Pending orders at liquidation level will be canceled if there are no adequate margins on Account to activate the orders.

The Company reserves the right to execute without prior notification a funds transferring between two or more Client's accounts that belong to the same Client in order to pay off the negative balance. Accounts may be liquidated according to the provisions within this Agreement.

## Inactive Account

Client acknowledges that if he does not place a trade during a three (3) month period, and if during such period no OTC FOREX/METALS/CFDs/OPTION positions are held on Client's Account, the Account will be automatically removed from the Company system to the archive.

The Client will thereafter be required to re-establish an Account prior to placing any further trades, and the Company may require additional documentation from the Client to reactivate such Account.

## Termination

The Client or the Company may terminate the Agreement with immediate effect by giving notice to the other party at anytime.

Termination shall not affect any accrued rights or obligations. Upon termination, the Company shall undertake to complete all open contracts in accordance with this Agreement, terms and conditions, and trading policies. Upon termination, the Company is entitled to deduct all amounts owed by the Client before transferring the remaining balance to the Client.

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