3.16. When Client receives the information about status of trading account and makes trading operations via phone, he/she is requested a code word that is automatically generated during trading account creation. Client accepts a full responsibility for giving instructions for opening and closing positions as well as for changing and removing of orders by phone using the number specified on the website of the Company. In this case all transactions shall be performed in accordance with the rules of the present Regulations. Trading instructions are accepted by the phone specified on the Company's website only in Russian and English languages. If a trading instruction by phone is submitted in any other language, Company reserves the right not to execute this instruction. Client agrees and understands that all communications between Client and Company can be recorded to electronic, tape or any other storage device with automatic notification about the recording or without it. Client agrees to later use these records as evidence in case of any disputes between the Company and the Client.

# 4. Margin requirements

- 4.1. From the moment of opening of a position and till its closed, Margin is retained on Client's account. Margin is not taken for setting a pending order.
- 4.2. Upon a change of credit leverage, new margin requirements are applied both the earlier open positions and new positions.
- 4.3. Margin requirements for financial instruments are determined depending on the method of Margin calculating, which is installed on the Company's Trading Server, and is also indicated in the Contracts specification on the Company's website. When making trading operations with a financial instrument, the Client confirms that he understands and accepts the features of the Margin calculation method applicable to this instruments, as well as the risks associated with this on the state of the trading account.
- 4.4. Allowed range of leverage on Market Pro MT4, ECN MT5, ProCent MT4 and ProCent MT5 accounts for currency pairs is from 1:25 to 1:1000. For Classic MT4 and Classic MT5 accounts allowed leverage range for currency pairs is from 1:25 to 1:2000.
- 4.5. In the case the balance on account exceeds the maximum value of the current leverage, the leverage automatically changes. The notification on change of the leverage is sent to the email of Client specified in the Client Area. Company sets the dependence between Balance and leverage according to the following table:

#### 4.5.1. On Market Pro MT4, ECN MT4 and ECN MT5 accounts:

	Account balance				
	USD (US dollar)	EUR (Euro)	RUB (Russian ruble)	MBT (Bitcoin/1000)	Highest leverage
Above	3 000	2 700	210 000	300	1:500
Above	20 000	18 000	1 400 000	2 000	1:200
Above	50 000	45 000	3 500 000	5 000	1:100
Above	100 000	90 000	7 000 000	10 000	1:50
Above	500 000	450 000	35 000 000	50 000	1:25

#### 4.5.2. On Classic MT4 and Classic MT5 accounts:

	Account balance				
	USD (US dollar)	EUR (Euro)	RUB (Russian ruble)	MBT (Bitcoin/1000)	Highest leverage
Below	1 000	900	70 000	100	1:2000
Above	1 000	900	70 000	100	1:1000
Above	3 000	2 700	210 000	300	1:500
Above	20 000	18 000	1 400 000	2 000	1:200
Above	50 000	45 000	3 500 000	5 000	1:100
Above	100 000	90 000	7 000 000	10 000	1:50
Above	500 000	450 000	35 000 000	50 000	1:25

#### 4.5.3. On **ProCent MT4** and **ProCent MT5** accounts:

	Account balance	History Issues
	USC (USC Dollar cents)	Highest leverage
Below	100 000	1:1000
Above	100 000	1:500
Above	300 000	1:200
Above	1 000 000	1:50

- 4.6. Client shall control the Balance of trading account and leverage on his/her own. The Company is not responsible for the damages caused by change of leverage.
- 4.7. Company has the right to change leverage or margin requirements to both earlier opened positions and new positions:
- for any Client based on the present Regulations or other regulating documents of the Company. The Client gets a notification on this change via e-mail;
- for any Client with a prior notification;
- for any Client without a prior notification under a force majeur situation (change of market terms or terms of liquidity Providers etc.).
- 4.8. Upon processing of a Trading warrant for opening of a position, it is checked if a trading account has enough Free margin to open a position:
- 4.8.1. For accounts on which a "strict mode of control of margin requirements" enabled, position is only opened if after that free margin remains positive.
- 4.8.2. For accounts on which a "soft mode of control of margin requirements", position is only opened if after that free margin remains positive or margin requirements decrease.

- 4.9. Client controls Margin Level independently and able to deposit additional funds to maintain open positions. It is possible in the following cases of insufficient funds on the Client's account:
- if Margin level is equal or less than Margin call, which is specified in the section "Trading conditions" on the company's website, then, depending on market conditions, the Company has the right, but not the obligation, to close any open positions without any notification to the Client, as well as to prohibit opening or closing of new positions, which may lead to increase in margin;
- if Trading server records that Margin level is equal or less than Stop Out Level specified in the section "Trading conditions" on the company's website, it shall generate the Instruction on forceful closure of open positions under current prices without a prior notification of Client. This Instruction prevails any other Instructions. Position is closed on the first-served basis along with handling warrants of other Clients. If Client keeps several open positions, the positions with the biggest floating loss are served the first. Client accepts that execution price may differ from the quote of generated Stop Out Instruction. Besides, Company reserves the right to correct Close price to account for the cost of coverage.
- 4.10. Company is not responsible for Stop Out on the account received in the result of a late arrival of funds to the account.
- 4.11. If the Client's account gets negative balance, Company shall not indemnify such negative balance by bringing it to zero balance. In such situation the funds on all the interdependent accounts are considered consolidated as one account, so the Company, in its sole discretion, has the right to compensate negative balance from other interdependent accounts. If funds on the Client's account have the different currency, the conversion is conducted based on the internal rates of Company by the moment of transfer of funds. Company may indemnify the received loss by brining balance of a trading account to zero at its own discretion.
- 4.12. The Company reserves the right to cancel or restore an order, change the opening (closing) price of an order, as well as change the financial result of an order and also to suspend all operations on the Client's trading account to carry out the necessary checks (verification of registration data, identification of the Client, checking the history of operations and movement of funds, etc.) in the following cases:
- If order executi<mark>on (processing) or financial result c</mark>ontradicts this Regulation or other Company regulatory documents;
- if order is executed (processed) with an explicit error (technical failure, non-market quote etc.);
- if there is a technical or hardware failure of the trading platform including refusal on the side of liquidity provider;
- if Company does not have the possibility to maintain a position in the result of change of market terms, liquidity provider's terms, change in relationships with Contractors, as well as in the result of occurrence of force majeure events;
- if financial result of order does not correspond to the result of coverage of this order by liquidity provider;
- if Stop Loss order was set on Open price of order;
- If the Client did not authorize in the Client platform either Client area over 6 months in a row;
- if Company has foundations to suggest that Client uses two or more affiliated accounts in Company including the accounts registered for different persons with the purpose of opening oppositely directed trades on the same instruments;
- If Company has a ground to believe that trading strategy of the Client may bring the risk loss of loss exceeding balance of the Client;
- if orders were opened by the Client with the funds received in the result of making transactions, conducted under the above circumstances;
- in other cases in accordance with the business standards in the sphere of activity of the Company.

Client will be informed on any actions of the Company regarding cancellation, restoration or revision of order via internal mail.

4.13. If company suspects that Client uses schemes aimed at abusing the terms of Company's promotions, or other fraudulent activities, Company reserves the right to write off the part of the trading result obtained with the help of

credit and cancel credit funds without a prior notification. The reason for revision of result can be insufficient trading activity on account, such as a small number of transactions, upon that, a set of orders opened for one trading instrument in the same direction is deemed as a single transaction. Typically, these accounts do not have sufficient trading history, and have a high exposure on deposit (Margin / Equity \* 100%).

- 4.14. To protect its interests the Company reserves the right at its own discretion at the end of trading session to close forcefully Client's positions based on the last available quotation.
- 4.15. Company reserves the right to forcefully close Client's positions based on close price of a trade on the part on liquidity provider if the trades are forcefully closed by liquidity provider either Company no longer cooperates with the liquidity provider.

# 5. Swap, commission and other costs

- 5.1. For overnight rollover of open orders, the Company shall deduct (accrue) swap to trading account of Client.
- 5.1.1. Swap is accounted for one day from Friday to Monday, whereas from Wednesday to Thursday swap is accounted in triple rate for weekend (Saturday and Sunday).
- 5.1.2. Current swap rates are specified in "Symbol" properties of trading terminal as well on official website of the Company.
- 5.2. When Swap Free service (islmic account) is activated on Client's account, swap shall not be deducted (accrued). Upon that, the Company shall deduct a fixed commission from trading account of Client.
- 5.2.1. The rules of Swap Free service and commission are specified on official website of the Company.
- 5.2.2. Company has the right to change the terms and rules of Swap Free service for currency pairs and CFDs at any time without a prior notification of Client.
- 5.3. When Client open a position, the commission for conducting a relevant Trading operation can be incurred if it is provided by trading terms. Current commission as well as the list of financial instruments are set by the trading terminal as well on official website of the Company.
- 5.4. Company has the right to change swap, commissions and other costs at any time without a prior notification of Client. All changes are released on its website.
- 5.5. Company reserves the right to credit or deduct dividends for stock and index CFDs from trading account of the Client, if this action was initiated by Liquidity Provider of the Company.

## 6. Duration of orders

- 6.1. For the instruments that are traded on a twenty-four-hour basis, all pending orders will have the GTC status (Good Till Cancelled) and accepted for an uncertain period. Client him/herself can limit validity term of the order by entering certain date and time into the Expiry field.
- 6.2. For the instruments that are traded by sessions the Company has the right to remove pending orders that didn't work till the end of trading session.
- 6.3. Company reserves the right to delete from the history of a trading account all the pending orders canceled by Client or Company after one (1) month from the date of cancellation.
- 6.4. Company reserves the right to remove pending orders of the Client if current balance of account does not allow to open the order of the specified volume based on current price level.

### 7. Miscellaneous

- 7.1. Trading orders (operations) with the application of additional functions of client trading terminal such as Trailing Stop, Expert Adviser, signals service on the website mql5.com are conducted under Client's responsibility, because directly depend on Client terminal and cannot be controlled by the server of the Company. Company is not responsible for direct or indirect damage received by Client in the result application of additional functions of trading terminal.
- 7.2. Company has the right to cancel possibility of trading by the Expert Advisers which:
- sends multiple requests to the Company's server address;

- tries to exceed the limit established by Company for maximum volume or maximum number of open orders:
- puts Stop Loss order on Open price of order (simultaneously with opening order or right after that);
- contradicts the present Regulations either other regulating documents of the Company.

Besides, Company may cancel the trading operations made through such Expert Adviser.

- 7.3. Company may also decline Client's Buy and Sell or Close warrants on any instrument 30 minutes before the end of trading session. Upon that, the warrants on establishing, editing or cancellation of pending orders (Buy Stop, Sell Stop, Buy Limit, Sell Limit, Buy Stop Limit, Sell Stop Limit) as well as Stop Loss and Take Profit orders are executed in a normal mode during this time.
- 7.4. If on a trading account of Client more than 50% of the aggregate position falls into one trading instrument and it has one direction (Buy or Sell), and if this part of the aggregate position is formed in 24 hours prior to the end of trading session, Company reserves the right to apply one of the below options at its sole discretion, without any notification given:
- a. close orders of this position based on Close price of trading session;
- b. cancel orders related to this aggregate position.

## 8. Peculiarities of execution of Client warrants

- 8.1. Market execution:
- 8.1.1. Under Market execution, Client sends Open or Close warrant according to current prices that are rendered in Client terminal. If price changes in the result of processing of this warrant, Company executes order according to a new price. Upon that, Client cannot refuse from the offered price (acceptance of a new price by Client is implied).

# 9. Peculiarities of various types of accounts

- 9.1. Peculiarities of execution on Classic accounts:
- 9.1.1. Orders are executed based on Market execution mode.
- 9.1.2. Spread for financial assets is fixed within the main time, except for assets listed in paragraph 10 of these Regulations. Client accepts that in case when market terms, terms of liquidity providers change as well as force majeur circumstances occur, spread can be changed without a prior notification.
- 9.1.3. Minimum Open level set for orders is a permanent requirement.
- 9.1.4. When covering position is opened, margin requirements undergo soft mode of control.
- 9.1.5. Trading commissions are only incurred for CFDs on shares and cryptocurrencies
- 9.1.6. Trading via phone is allowed for Classic accounts but forbidden for ProCent accounts.
- 9.2. Peculiarities of execution on Market Pro accounts:
- 9.2.1. Orders are executed based on Market execution mode.
- 9.2.2. Spread is floating and varies based on market terms and streaming quotes received from liquidity providers of the Company.
- 9.2.3. Minimum Open level set for orders are absent within the main time.
- 9.2.4. When covering position is opened, margin requirements undergo soft mode of control.
- 9.2.5. Trading commissions are only incurred for CFDs on shares and cryptocurrencies.
- 9.2.6. Trading via phone is allowed.
- 9.3. Peculiarities of execution on ECN accounts:
- 9.3.1. Orders are executed based on Market execution mode.
- 9.3.2. Spread is floating and varies based on market terms and streaming quotes received from liquidity providers of the Company.
- 9.3.3. Minimum Open level set for orders are absent within the main time.

- 9.3.4. When covering position is opened, margin requirements undergo strict mode of control, except for assets listed in paragraph 10 of these Regulations.
- 9.3.5. Trading commissions are incurred for all financial instruments.
- 9.3.6. Trading via phone is allowed.
- 9.3.7. On Friday, 5 hours prior to Close as well as on holidays, for accounts with the balance less than 500 USD / 450 EUR, margin requirements for all financial instruments is based on the highest leverage 1:100 (whereas for CFDs and number of currency pairs it is proportionally lower according to specifications on the Company's website).
- 9.3.8. To settle with the liquidity providers of the Company, accrued Swaps and Trading Commissions are accounted in the Balance:
- The sum of Swaps and Trading Commissions on opened positions is settled in the Balance;
- As a rule, this transfer is made on the first date of each month;
- Company reserves the right not to launch record process for all clients either for each Client on an individual basis without a prior notification.

# 10. Peculiarities of working with CFD contracts for stocks and cryptocurrencies for all types of accounts

- 10.1. Execution mode is "Market execution".
- 10.2. Spread is floating (rather than fixed) and varies depending on market conditions and streaming prices received from the Company's liquidity providers.
- 10.3. Minimum order levels are always applied.
- 10.4. Opening of hedging (locked) position is subject to soft examination of margin requirements.
- 10.5. Trading commission is charged for carrying out trading transactions.
- 10.6. Opened positions on CFDs on shares, for which the corporation pays dividends, shall be closed by Client no later than on the day preceding the record date (Ex-dividend Date). If delivery on the contracts underlying CFDs is made in 2 (two) days after the trade is concluded (MOEX), then trades must be closed 2 days before the record date. The positions, which are not closed by the Client, may be closed by the Company without a prior notification at the Close price of the day preceding record date.
- 10.7. Opened positions on CFDs on shares, for which the corporation declared consolidation or split (split) procedures, must be closed by Client no later than on the day preceding the day when price level changes. The positions, which are not closed, may be liquidated by the Company without a prior notification, either Company is entitled to recalculate financial result of such positions based on the made changes.