InvestGT

TERMS OF BUSINESS

1. INTRODUCTION

1.1. These Terms of Business govern all actions in regard to the execution of the Client's Instructions and Requests.

1.2. These Terms of Business specify:

a) principles of opening/closing positions and placing/modifying/deleting/executing Orders under Normal Market Conditions and Abnormal Market Conditions;

b) the Company's actions in regard to the Client's Open Positions in case the Margin Level of the Trading Account is insufficient to support Open Positions; and

c) procedures of Dispute resolution and the methods of communication between the Client and the Company.

1.3. These Terms of Business and the Client shall govern all the Client's Transactions and should be read carefully by the Client.

1.4. Unless otherwise defined, capitalized terms used in Terms of Business shall have the meaning given to such terms in the Client Agreement. In addition, the definitions set out in Clause 10 ("Interpretation of Terms") shall apply.

2. GENERAL TERMS

Execution of the Client's Requests and Instructions

2.1. Quotation mechanisms, which are used in order to trade, are specified in the Contract Specifications.

2.2. . The procedure for handling the Client's Instructions and Requests given through the Client Terminal is:
   a) the Client prepares an Instruction or a Request and the Client Terminal checks if it is valid;
   b) the Client Terminal sends the Instruction or Request to the Server;
   c) if the connection between the Client Terminal and the Server has not been disrupted, the Server receives the Instruction or Request and starts the process of verification;
   d) a valid Client's Request or Instruction is placed in the queue and sorted by arrival time (first in – first out) and the "Order is accepted" status appears in the "Order" window in the Client Terminal. The Company shall not be responsible for any delays in the execution of any Orders in Abnormal Market Conditions;
   e) as soon as a Dealer is ready to handle a new Instruction or Request the Dealer takes the first Instruction or Request from the queue and processes it1 and the "Order is in process" status appears in the "Order" window in the Client Terminal;
   f) the Server receives from the Dealer the result of the Client's Request or Instruction execution process;

   g) the Server sends to the Client Terminal the result of the Client's Request or Instruction execution process; and

h) the result of the Request or Instruction execution is received by the Client Terminal if the connection between the Client Terminal and the Server has not been disrupted.

2.3. The Client has the right to cancel a previously given Request or Instruction only if the Request or the Instruction has the "Order is accepted" status. In order to cancel it, the Client shall press the "Cancel order" button. The Client cannot cancel a Request or Instruction given by an Expert Advisor (EA).

2.4. If the Instruction or the Request is being processed by a Dealer and its status is "Order is in process", the Client has no right to cancel it.

2.5. Quotes which the Client receives through the Client Terminal for the Instruments quoted in the Request Execution mode are indicative only. In response to the Request, a Dealer may offer a Quote which differs from these Indicative Quotes.

2.6. The Company at its sole discretion shall specify the current market price

2.7. The amount of time a Dealer needs to execute the Instruction or the Request depends on the quality of the connection between the Client Terminal and the Server, as well as on the Normal Market Conditions. The standby time for each Instruction or Request which has been placed in the queue in order to be executed has a limit of 3 (three) minutes at the time of the release of these Terms of Business. If during this period of time the Request or the Instruction has not been received by a Dealer, it is considered to be irrelevant and automatically deleted. Under Abnormal Market Conditions, the Company reserves the right, in its sole discretion, to reject any Orders for execution.

2.8. In the circumstances listed below, the Company may decline an Instruction or a Request (In these cases, one of the following messages will appear in the Client Terminal: "Off quotes"; "Cancelled by dealer"; "Not enough money"; " Trade is disabled"):

   a) if the Instruction or Request precedes the first Quote in the Trading Platform on the Market Opening;
   b) if current Conditions are different from Normal Market Conditions;
   c) if the Client has made an unreasonable number of Requests in comparison with the number of Transactions;
   d) if the Client's Free Margin is less than the Initial Margin;
   e) if the limit for the overall volume of a Client position and/or number of Orders on this type of account have/has been exceeded.

Transactions

2.9. . The Ask price is used to make a "buy" Transaction. The Bid price is used to make a "sell" Transaction:
   a) The Ask price is used to open a Long Position. The Bid price is used to open a Short Position;
   b) The Bid price is used to close a Long Position (ie sell). The Ask price is used to close a Short Position (ie buy).

Rollovers

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

Market Pre-Closing Amendments

2.11. Be informed that the Company may at its sole discretion switch the leverage to a maximum of up to 1:100 for all forex currency pairs and spot metals within the hour before the trading session ends on every Friday if any positions are opened, closed or modified . However, before the beginning of the next trading session, the leverage will be reset based on the total volume of open positions on the account.

2.11.1. Please bear in mind that the Company may at its sole discretion, extend these amendments for as long as it deems necessary after the market opening, by providing the Client with prior written notice.

Spreads

2.12. The Company shall provide quotes for all Instruments with a flexible Spread:
    a) The minimum spread for each Instrument is specified in the Contract Specifications.
    b) The maximum spread for each Instrument, under Normal Market Conditions, is available upon request.

Quotes Base Synchronization

2.13. . In case of an unforeseen break in the Quotes Flow caused by software or hardware failure, the Company has the right to synchronize the Quotes Base on the real/live Server from other sources. Such sources include:

    a) Quotes Base on the demo Server;
    b) any other reliable sources.

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

Leverage

2.14. The size of the Leverage depends on the Client's Open Positions as described on the Company's Trading Terms Webpage.

2.15. The Company has the right to change the Leverage of the Trading Account with immediate effect without giving prior notice. Leverage may be changed:
    a) during Abnormal Market Conditions;
    b) during an Emergency Situation;
    c) during Force Majeure Event circumstances.

2.16. The Company is entitled to apply new margin requirements amended in accordance with Clause 2.15 above to the new positions and to the positions which are already open.

Transfer of Inactive Trading Accounts to the Archive

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

Trading Account History

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

margin

2.18. The Client is required to deposit and maintain the initial margin and/or hedged margin in the amount specified by the Company. The size of the initial margin and/or hedged margin on the Company Website

2.19. Any margin which is not denominated in the deposit currency will be converted into the deposit currency at the current exchange rate on the foreign exchange market.

2.20. The Client shall pay the initial and/or hedged margin upon opening a position. The amount of initial and hedged margin for each instrument is detailed the "Contract

2.21. The Company is entitled to change the size of initial, necessary, or hedged margin:
    a) for all Clients, giving written notification 1 (one) calendar day before these amendments are introduced;
    b) individually for any Client to bring the leverage in line with the margin requirements as indicated on the Company Website;
    c) individually for a Client in emergencies without prior notification; and
    d) for all Clients in the case of a Force Majeure without prior notification

2.22. The Client shall be responsible for maintaining the necessary margin level on the trading account.

2.23. The Company is entitled to apply Clause 2.23 to all already open and newly opened positions.

Hedging

2.24. The Company, in its sole and absolute discretion, may chose the Hedging Policy for particular Instructions or Pending orders or all the Instruction and Pending orders of the Client

2.25. The Company, in its sole and absolute discretion, may choose to act as an intermediary between the Client and a Liquidity Provider hedging the Client's Instructions or Pending orders on a First-in-first-out basis

2.26. The Company, in its sole and absolute discretion, may change the previously chosen Hedging Policy at any time and without any prior notification.

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

3. OPENING A POSITION

3.1. In order to give an Instruction to open a position the Client shall specify the following:
    a) instrument; and
    b) Transaction Size; and
    c) Opening Price.

Instruments Quoted in the Instant Execution Mode

3.2. To open a position through the client terminal without using an adviser, the Client needs to click the "Buy" or "Sell" button at the moment when the Company's streaming prices suit him.

3.3. To open a position through the client terminal using an Expert Advisor, an instruction is generated to perform a trading operation at the current quote.

Instruments quoted at the request of the Client

3.4. To open a position through the client terminal without using an adviser, the Client makes a request. After receiving a quote (Bid/Ask), the Client can open a position by clicking the "Buy" ("Buy") or "Sell" ("Sell") button. The Company has the right to withdraw the quote if the Client does not send an instruction within 3 (three) seconds after receiving the quote, or if the market moves and the quote becomes invalid.

3.5. To open a position via the client terminal using an Expert Advisor, a request is generated. If the quote offered by the Company differs from the adviser's quote by no more than a slippage value (the adviser's parameter that determines the acceptable distance between the stated quote and the quote that the Company will issue at the adviser's request), then the adviser sends an instruction to the server to open a position at the quote offered by the Company.

Processing orders to open a position

3.6. When the Client's order to open a position is received on the server, the status of the trading account is automatically checked for free margin for the position being opened:
   a) a new position is conditionally added to the list of open positions;
   b) a new level of Required Margin ("New Margin") is determined for the total client position, including a conditionally added new position, at current market prices at the time of verification [1];
   c) floating profits/losses for all open positions are calculated at current market prices;
   d) the new Free Margin is calculated [2];
   e) if
      ● The free margin is greater than or equal to zero and the total client position, taking into account the conditionally added position, does not exceed the established limit for this type of account, the position is opened. Opening a position is accompanied by a corresponding entry in the server log file;
      ● The free margin is greater than or equal to zero and the total client position, taking into account the conditionally added position, exceeds the established limit for this type of account, the position is not opened.
      ● Free margin is less than zero, the Company has the right not to open a position.

3.7. If at the time of processing by the Company of the Client's order the current quotation for the instrument has changed, the Company has the right to offer a new price. In this case, the Requote window will appear [3]. A client who wants to open a position at the newly offered price must answer "Ok" within 3 seconds, while the quote remains relevant. In this case, the order is again sent to the server and goes through all the stages and checks provided for in paragraphs. 2.2., 3.6., 3.7. If during the time the quotation is valid, the Client does not accept the new price, this is tantamount to refusing to complete the transaction.

3.8. The Client's order to open a position is considered processed, and the position is considered open after the corresponding entry appears in the server log file.

3.9. Each open position in the trading platform is assigned a ticker.

3.10. The order to open a position is rejected by the Company if it is received for processing before the first quote for this instrument appears in the trading platform at the market opening. In this case, the message "Off quotes" / "No prices" will appear in the client terminal window.

3.11. The Client agrees that the Company needs some reasonable time to execute the order.

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[1]For locked positions - the "Margin for locked positions" parameter is used, for non-locked positions - the "Initial margin" parameter, calculated by the weighted average (by volume) price of non-locked positions; the margin calculation algorithm and an example of calculation are given in the "Help" section of the Company's Website.
[2]free margin = balance – new margin + floating profit - floating loss
[3]If the value of the maximum deviation is set to be different from zero and the difference between the initial and new quotes offered by the dealer is less than or equal to the specified value of the maximum deviation, then the server does not send a new quote to the client terminal, but opens a position. Thus, the opening price in a given range can be either worse or better than the original quote.

Contract for difference (CFD)

3.12. Information on the expiration and time of the transition of the contract for difference on futures to the "Close Only" mode is available on the Company's website in the "Terms of Trade" section.

3.13. The Client agrees that the Company has the right to establish requirements for the amount of collateral and margin.

4. Closing a position

4.1. When submitting an order to close a position, the Client must specify the following mandatory parameters:
- a) ticker of the position being closed;
- b) trading volume.

Instruments quoted using the "Stream Quotes" technology

4.2. To close a position through the client terminal without using an adviser, the Client needs to click the "Close…" button at the moment when the Company's streaming prices suit him.

4.3. To close a position through the client terminal using an Expert Advisor, an order to close a position must be given at the current quote.

Instruments quoted at the request of the Client to consider

4.4. To close a position through the client terminal without using an adviser, the Client makes a request. After receiving the quotation (Bid/Ask), the Client, who wants to close the position at the proposed price, must, within 3 seconds, while the quotation remains relevant, press the "Close…" button ("Close…"). If during the time the quotation is valid, the Client does not give the Company any effective order, the Company has the right to withdraw the quotation.

4.5. To close a position via the client terminal using an Expert Advisor, a request is generated. If the quote offered by the Company differs from the adviser's quote by no more than a slippage value (the adviser's parameter that determines the acceptable distance between the declared quote and the quote that the Company will issue at the adviser's request), then the adviser sends an instruction to the server to close the position at the quote offered by the Company.

Processing orders to close a position

4.6. If at the time of processing by the Company of the Client's order the current quotation for the instrument has changed, the Company has the right to offer a new price (Bid/Ask). In this case, the Requote window will appear [4]. A client who wants to close a position at the newly offered price must answer "Ok" within 3 seconds, while the quote remains relevant. In this case, the order is again sent to the server and passes the checks provided for in paragraphs. 2.2., 4.6. If during the time the quotation is valid, the Client does not accept the new price, this is tantamount to refusing to complete the transaction.

4.7. If there are two or more locked positions in the list of open positions on the trading account, then when a request or instruction is generated to close any of them, the "Type" / "Type" drop-down list additionally appears the option "Close By" / the choice of which one or more open positions of the opposite direction appear. After selecting the desired position from the list, the button "Close#….

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[4]If the maximum deviation value is set to be different from zero and the difference between the initial and new quotes offered by the dealer is less than or equal to the specified maximum deviation value, then the server does not send a new quote to the client terminal, but closes the position. Thus, the closing price in a given range can be either worse or better than the original quote.

by#….", by clicking on which the Client closes locked positions of the same volume or partially closes two locked positions of different volumes. In this case, the smaller position and the symmetrical part of the larger one are closed, and a new position remains open in the direction of the larger of the two, which is assigned a new ticker.

4.8. If there are two or more locked positions in the list of open positions on the trading account, then when a request or instruction is generated to close any of them, the option "Multiple Close By" / "Close closed orders" additionally appears in the "Type" drop-down list , after selecting which a list of all positions for this instrument appears and the button "Multiple Close By for ..." / "Close closed orders by ..." is activated, by clicking on which the Client closes all locked positions for this instrument. At the same time, a new position remains open in the direction of a larger total volume, to which a new ticker is assigned.

4.9. The Client's order to close the position is considered processed, and the position is considered closed after the appearance of the corresponding entry in the server log file.

4.10. An order to close a position will be rejected by the Company if it is received for processing before the first quote for this instrument appears in the trading platform at the market opening. In this case, the message "Off quotes" / "No prices" will appear in the client terminal window.

4.11. An order to close a position will be rejected by the Company if it is received for processing at the moment when the order for the position to be closed ("Stop Loss" or "Take Profit") is in the queue for execution. In this case, the message "Off quotes" / "No prices" will appear in the client terminal window.

4.12. The Client agrees that the Company needs some reasonable time to execute the order.

5. Orders

Order types in the trading platform

5.1. The trading platform allows placing the following types of orders to open a position (pending orders):
   a) "Buy Stop" - involves opening a long position at a price higher than the current price at the time of placing the order;
   b) "Sell Stop" - involves opening a short position at a price lower than the current price at the time of placing the order;
   c) "Buy Limit" - involves opening a long position at a price lower than the current price at the time of placing the order;
   d) "Sell Limit" - involves opening a short position at a price higher than the current price at the time the order was placed.

5.2. The following orders can be used to close a position:
   a) "Stop Loss" - involves closing a previously opened position at a price less profitable for the Client than the current price at the time of placing the order;
   b) "Take Profit" - involves closing a previously opened position at a price that is more beneficial for the Client than the current price at the time of placing the order;
   c) "If Done" - "Stop Loss" and/or "Take Profit" orders, which are activated only after the execution of the pending order with which they are associated.

Placement time and period of validity of orders

5.3. Orders can be placed, modified or deleted by the Client only during the period when trading on this instrument is allowed. The trading time for each instrument is specified in the contract specification.

5.4. For instruments, pending orders for which have the status of GTC ("Good Till Cancelled" / "Valid until canceled"), the client can limit the validity of the order himself by setting a specific date and time

in the "Expiry" / "Expiry" field, otherwise the order is accepted for an indefinite time. The order status for each instrument is specified in the contract specification.

5.5. For instruments, pending orders for which have the status DO ("Day order" / "Day order"), orders are accepted only within the current trading session and are deleted by the Company at the end of the trading day. The order status for each instrument is specified in the contract specification.

5.6. For all instruments, orders to close a position "Stop Loss" and/or "Take Profit" have the status of GTC ("Good Till Cancelled" - valid until canceled) and are accepted for an indefinite period.

Order placement order

5.7. When the Client submits an instruction to place pending orders, the following mandatory parameters must be specified:

   a) tool;
   b) volume;
   c) order type ("Buy Stop", "Buy Limit", "Sell Stop", "Sell Limit");
   d) order level.

In addition to this, the following optional parameters may be specified by the Client in the order:
   a) Stop Loss level of a pending order. The value 0.0000 means that "Stop Loss" is not set (or removed if it was set earlier);
   b) "Take Profit" level of a pending order. The value 0.0000 means that "Take Profit" is not set (or removed if it was set earlier);
   c) date and time until which the pending order is valid.

The order will be rejected:

   a) in the absence or incorrect value of one or more required parameters;
   b) with an incorrect value of one or more optional parameters;
   c) at the same time, if a pending order is placed through the client terminal without using an adviser, an error message will be displayed: "Invalid S/L or T/P" / "Invalid S/L or T/P";
   d) if the client uses an account type that has a limit on the total number of placed orders, and this order exceeds these limits. In this case, if a pending order is placed through the client terminal without using an adviser, an error message will be displayed: "Trade is disabled".

5.8. When the Client submits an instruction to place Stop Loss and Take Profit orders for an open position, the following parameters must be specified:
   a) ticker of the open position on which the order data is placed;
   b) "Stop Loss" level of the order. The value 0.0000 means that "Stop Loss" is not set (or removed if it was set earlier);
   c) "Take Profit" level of the order. A value of 0.0000 means that "Take Profit" is not set (or removed if it was set earlier).

If the value of one or more parameters is incorrect, if a pending order is placed through the client terminal without using an Expert Advisor, the order will be rejected and the "Modify…"/"Change…" button will remain inactive.

5.9. When the Client submits an instruction to place "If Done" orders for a pending order, the following parameters must be specified:

   a) the pending order ticker on which the order data is placed;
   b) "Stop Loss" level of the order. The value 0.0000 means that "Stop Loss" is not set (or removed if it was set earlier);
   c) "Take Profit" level of the order. A value of 0.0000 means that "Take Profit" is not set (or removed if it was set earlier).

If one or more parameters is incorrect, if a pending order is placed through the client terminal without using an Expert Advisor, the order will be rejected and the "Modify"/"Change" button will remain inactive.

5.10. When submitting an instruction to place a "Stop Loss" and/or "Take Profit" order for an open position or a pending order, the distance in points between the level of the order being placed and the current market price must not be less than the "Limit & Stop Levels" parameter specified in the "Specification contracts, and the following conditions must be met:
   a) for a "Stop Loss" order for a short position: the current market price is the Ask price, and the order must not be placed lower than the Ask price plus the "Limit & Stop Levels" value for this instrument;
   b) for a "Take Profit" order for a short position: the current market price is the Ask price, and the order must not be placed higher than the Ask price minus the "Limit & Stop Levels" value for this instrument;
   c) for a "Stop Loss" order for a long position: the current market price is the Bid price, and the order must not be placed higher than the Bid price minus the "Limit & Stop Levels" value for this instrument;
   d) for a "Take Profit" order for a long position: the current market price is considered the Bid price, and the order must not be placed lower than the Bid price plus the "Limit & Stop Levels" value for this instrument;
   e) for a "Buy Limit" order, the current market price is the Ask price, and the order must not be placed higher than the Ask price minus the "Limit & Stop Levels" value for this instrument;
   f) for a "Buy Stop" order: the current market price is the Ask price, and the order must not be placed lower than the Ask price plus the "Limit & Stop Levels" value for this instrument;
   g) for a "Sell Limit" order: the current market price is the Bid price, and the order must not be placed lower than the Bid price plus the "Limit & Stop Levels" value for this instrument;
   h) for a "Sell Stop" order: the current market price is the Bid price, and the order must not be placed higher than the Bid price minus the "Limit & Stop Levels" value for this instrument;

5.11. When giving an instruction to place "If Done" orders on a pending order, the Client must take into account that the difference between the level of "If Done" orders and the level of the pending order itself should not be less than the number of points specified in the "Limit & Stop Levels" parameter in "Contract Specifications", and the following conditions must be met:
   a) "Stop Loss" order for a pending "Buy Limit" or "Buy Stop" order must not be placed higher than the level of the pending order minus the "Limit & Stop Levels" value for this instrument;
   b) "Stop Loss" order for a pending "Sell Limit" or "Sell Stop" order must not be placed lower than the pending order level plus the "Limit & Stop Levels" value for this instrument;
   c) "Take Profit" order for a pending order "Buy Limit" or "Buy Stop" must not be placed lower than the level of the pending order plus the "Limit & Stop Levels" value for this instrument;
   d) the "Take Profit" order for the pending order "Sell Limit" or "Sell Stop" must not be placed higher than the level of the pending order minus the "Limit & Stop Levels" value for this instrument;

5.12. "Limit & Stop Level" is indicated on the Company's website in the "Contract Specification" section. The Client acknowledges that the "Limit & Stop Levels" may change.

5.13. The instruction to place an order is considered executed, and the order is considered placed after the appearance of the corresponding entry in the server log file.

5.14. Each pending order is assigned a ticker.

5.15. An instruction to place an order will be rejected by the Company if it is processed before the first quote appears in the trading platform at market opening. In this case, the message "Off quotes" / "No prices" will appear in the client terminal window.

5.16. The Company has the right to reject an instruction to place an order if the current quote in the process of processing the instruction reaches a level at which at least one of the conditions of clauses is violated. 5.10, 5.11.

Modifying and deleting orders

5.17. When the Client submits an instruction to modify the parameters of pending orders (the level of a pending order and/or "If-Done" orders for this pending order), the following parameters must be specified:
   a) ticker;
   b) pending order level;
   c) "Stop Loss" level of the order;
   d) "Take Profit" level of the order.

If the value of one or more parameters is incorrect, in case of placing/modifying/deleting a pending order through the client terminal without using an Expert Advisor, the order will be rejected and the "Modify…" / "Change…" button will remain inactive.

5.18. When submitting an instruction to modify "Stop Loss" and "Take Profit" orders for an open position, the Client must specify the following parameters:
   a) ticker;
   b) "Stop Loss" level of the order;
   c) "Take Profit" level of the order.

If the value of one or more parameters is incorrect, in case of placing/modifying/deleting orders through the client terminal without using an adviser, the order will be rejected and the "Modify…" / "Change…" button will remain inactive.

5.19. When submitting an instruction to delete a pending order, the Client must indicate the ticker of the order to be deleted.

5.20. An instruction to modify or delete an order is considered executed, and the order is considered modified or deleted after the corresponding entry appears in the server log file.

5.21. An instruction to modify or delete an order will be rejected by the Company if it is processed before the first quote appears in the trading platform for this instrument at the market opening. In this case, the message "Off quotes" / "No prices" will appear in the client terminal window.

5.22. The Company has the right to reject an instruction to modify or delete an order if, during the processing of the instruction, the order was queued for execution in accordance with clause 5.25.

5.23. If the process of processing an instruction to modify or delete an order was completed after the order was queued for execution in accordance with clause 5.25, the Company has the right to cancel the modification or deletion of the order.

5.24. The Client agrees that the Company needs some reasonable time to execute the order.

Order execution

5.25. An order is queued for execution in the following cases [5]:
   a) the "Take Profit" order for an open long position is placed in the queue for execution if the Bid price in the quote stream becomes equal to or higher than the order level;
   b) a "Stop Loss" order for an open long position is queued for execution if the Bid price in the quote stream becomes equal to or lower than the order level;
   c) the "Take Profit" order for an open short position is placed in the queue for execution if the Ask price in the quote stream becomes equal to or lower than the order level;

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[5]It should be kept in mind that on the chart in the client terminal, the maximum bar or candle price is the maximum Bid, and the minimum bar or candle price is the minimum Bid for a period of time. The minimum Ask for the period is equal to the minimum price of the bar or candle plus the spread. The maximum Ask for the period is equal to the maximum price of the bar or candle plus the spread.

d) a "Stop Loss" order for an open short position is queued for execution if the Ask price in the quotes flow becomes equal to or higher than the order level;

e) the "Buy Limit" order is placed in the queue for execution if the Ask price in the quotes flow becomes equal to or lower than the order level;

f) a "Sell Limit" order is queued for execution if the Bid price in the quote stream becomes equal to or higher than the order level;

g) a "Buy Stop" order is queued for execution if the Ask price in the quotes flow becomes equal to or higher than the order level;

h) a Sell Stop order is placed in the queue for execution if the Bid price in the quote stream becomes equal to or lower than the order level.

5.26. When an instruction is received to execute a pending order, the server automatically checks the status of the trading account for free margin for the position being opened:

a) a new position, opened by this pending order, is conditionally added to the list of open positions;

b) a new amount of the Required Margin ("New Margin") is determined for the total client position, including a conditionally added new position, at current market prices at the time of verification [6];

c) floating profits/losses for all open positions are calculated at current market prices;

d) the new Free Margin is calculated[7]

e) if

- The free margin is greater than or equal to zero and the total client position, taking into account the conditionally added position, does not exceed the established limit for this type of account, the order is executed and the position is opened. The execution of an order is accompanied by a corresponding entry in the server log file, while the position opened by the execution of a pending order retains the ticker of the pending order.

- The free margin is greater than or equal to zero and the total client position, taking into account the conditionally added position, exceeds the established limit for this type of account, the order is canceled. Cancellation of an order is accompanied by a corresponding entry in the server log file.

- Free margin is less than zero, the Company has the right not to open a position and delete a pending order.

5.27. The order is considered executed after the appearance of the corresponding entry in the server log file.

5.28. All pending orders and IF-Done orders are executed by the Company at the stated price or at the price available at the time of order execution, while the execution price may differ from the level of the order.

5.29. If the level of a pending order or an "IF-Done" order falls within a price gap at the market opening or in the quotes flow, the orders are executed by the Company at the stated price or at the price available at the time of order execution. The execution price may differ from the order level.

6. Forced closing of positions

6.1. The Company has the right to forcibly close the Client's open positions without consent and any prior notice if the ratio of Equity to margin on the trading account drops below the Stop Out level, which is 10%.

6.2. The margin level is controlled by the server, which, if the condition of clause 6.1 is met, generates an order to force the position to be closed (Stop Out). Stop Out is executed according to the market quotation in the order of the general queue with the orders of the Clients. The Client agrees that the

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[6]For locked positions - the "Margin for locked positions" parameter is used, for non-locked positions - the "Initial margin" parameter, calculated by the weighted average (by volume) price of non-locked positions; the margin calculation algorithm and an example of calculation are given in the "Help" section on the Company's Website.

[7]free margin = balance – new margin + floating profit - floating loss

execution price may differ from the quote at which the Stop Out order was generated. Forced closing of a position is accompanied by a corresponding entry in the server log file with the comment "Stop Out".

6.3. If the Client has several open positions, the position with the largest floating losses is placed in the queue for forced closing first.

6.4. If the forced closure resulted in a negative trading account, the Company reserves the right to bring the negative account balance to zero.

6.5. For contracts for difference on futures, when the expiration date of the underlying asset approaches, trading operations are switched to the "Close Only" mode (only closing positions). Switching to the "Close Only" mode is carried out one trading day before the expiration date of the futures CFD. Positions opened on the expiration date of the contract are forcibly closed by the Company at the last quote of the last trading day for this contract, and pending orders are deleted.

6.6. The Company has the right to forcibly close any open positions of the Client without the consent and any prior notice in the process of resolving a dispute in accordance with section 9 of these Regulations.

7. Communications

7.1. The Company may use to communicate with the Client:
    a) internal mail of the trading platform;
    b) email;
    c) facsimile;
    d) telephone;
    e) postal items;
    f) announcement in the "Company News" section of the Company's Website.

The Company will use the Client's details specified when opening an account or changed in accordance with clause 7.3 of these Regulations. The Client agrees to receive messages from the Company at any time.

7.2. Any correspondence (documents, announcements, notifications, confirmations, reports, etc.) is considered received by the Client:
    a) one hour after sending to his email address (e-mail);
    b) immediately after sending by the internal mail of the trading platform;
    c) immediately after faxing;
    d) immediately after the end of the telephone conversation;
    e) seven calendar days from the date of posting;
    f) one hour after the announcement was posted in the "Company News" section on the Company's website.

7.3. The Client is obliged to immediately inform the Companies about changes in contact information about himself.

7.4. Each trading operation of the Client is confirmed by a report on trading operations for the day (confirmation), which is sent to the Client's e-mail on the next business day after the day they were made.

7.5. On the first day of each month, a report on all transactions for the past month (statement) is sent to the Client's e-mail.

7.6. The Client acknowledges that his telephone conversations with the Company may be recorded on magnetic or electronic media. These records are the property of the Company and they may serve as evidence of the orders given by the Client.

8. Procedure for settling disputes

Making a claim

8.1. In the event of a situation where the Client believes that the Company, as a result of any of its actions or inaction, violates one or more clauses of these Regulations, the Client has the right to file a claim with the Company. Claims are accepted within three working days from the moment the grounds for their presentation arise.

8.2. To file a claim for each disputable situation, the client must fill out a standard form in the relevant section of the Personal Account. The claim is automatically assigned a unique number (TID), about which the client receives a confirmation from support@investgt.com. All claims submitted in any other way (by e-mail, by phone, fax, etc.) will not be accepted for consideration.

8.3. The claim must contain:
   a) the name and surname of the Client (or the name of the company, if the Client is a legal entity);
   b) the Client's login in the trading platform;
   c) date and time of occurrence of the problem situation (according to the time of the trading platform);
   d) tickers of all disputed positions and/or pending orders;
   e) a description of the essence of the disputed situation with reference to the clause/clauses of these Regulations, which, in the opinion of the Client, have been violated.

8.4. The claim must not contain:
   a) emotional assessment of the controversial situation;
   b) offensive language;
   c) profanity.

8.5. The company has the right to reject the claim in case of non-compliance with the conditions specified in paragraphs. 8.1, 8.2, 8.3 and 8.4.

Server log file

8.6. When considering a disputable situation, the main source of information is the server log file. At the same time, information from the server log file has unconditional priority over other arguments when considering a disputable situation, including information from the client terminal log file [8].

8.7. The absence in the log file of the server of a corresponding entry confirming the intention of the Client is the basis for invalidating the argument based on the existence of such an intention.

Compensation

8.8. Dispute settlement can be carried out by the Company:
   a) in the form of a compensatory adjustment credited to the Client's trading account or debited from the Client's trading account, with the comment "Indemnification";
   b) by restoring erroneously closed positions;
   c) by deleting erroneously opened positions or placed orders.

The settlement of a dispute is within the exclusive competence of the Company, which in each specific case has the right to choose one of the methods described in section 9 of these Regulations. In the event of a disputable situation that is not prescribed in these Regulations, the final decision is made by the Company based on generally accepted market practice and its ideas about a fair settlement of the disputed situation. In the event of a technological break in the flow of quotations caused by a hardware and/or software failure, when settling disputes, quotations synchronized in accordance with clause 2.18 of these Regulations are taken into account.

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[8]The log file of the client terminal does not record the results of each stage of processing the client's order.

8.9. If the Client had the intention to perform some action, but did not perform it for any reason, the Company does not reimburse the Client for the lost profit or losses incurred as a result of this.

8.10. The Company does not compensate the Client for indirect or non-material damage (including moral damage, etc.).

8.11. The Complaints and Disputes Department considers the Client's claim and makes a decision on the disputed situation as soon as possible. The term for consideration of the claim may be up to five working days from the date of its receipt. In some cases, the period for considering a claim may be extended.

8.12. The Company settles the dispute in accordance with clauses 8.8, 8.9, 8.10 immediately after the decision is made, but no later than one business day from the moment the decision on the dispute is made.

Refusal to consider a claim

8.13. Claims are not accepted for unprocessed orders given during maintenance work on the server, if such work was notified to the Client by the internal mail of the trading platform or in any other way. The fact of non-receipt of the notice is not grounds for filing a claim.

8.14. Claims for trading operations and execution of orders based on the discrepancy between the schedule of the contract for difference in the trading platform and the chart of the underlying asset underlying the contract for difference are not accepted.

8.15. Claims for the time of execution of the order are not accepted if the conditions of clause 5.25 were met, regardless of the period of time required by the Company to execute the order, and regardless of the time when the record of the execution of the order appeared in the server log file.

8.16. Claims for the cancellation of the financial results of trading operations that were made by the Client on the additional margin formed on the trading account as a result of a profitable transaction (subsequently canceled by the Company) at a non-market quotation or at a quotation received by him as a result of a clear error of the Company are not accepted.

8.17. When considering disputable situations, any references of the Client to quotes of other companies or information systems are unauthorized and are not taken into account.

8.18. In accordance with these Regulations, the Company has the right to independently initiate consideration and settlement of a disputable situation.

Appeal

8.19. In case of an unsatisfactory result of the consideration of the claim by the Company in accordance with these Regulations, the Client has the right to transfer it for further consideration to the authorized bodies in accordance with the current legislation of Saint Vincent and the Grenadines.

8.20. The Company has the right to independently initiate consideration and settlement of a disputable situation in accordance with these Regulations. In this case, the maximum possible time for resolving the dispute and taking measures to resolve it is three days. However, in some cases, the period may be extended.

9. Placing or Modifying a Pending Order and/or If-Done Orders

9.1. A pending order and/or "If-Done" orders are considered to be erroneously placed or modified in the following cases:
    a) if it happened before the arrival of the first quote for this instrument at the market opening;
    b) in case of incorrect positioning (clause 5.10) of the level of the pending order relative to the last quote, which preceded the non-market quote and was not recognized as non-market, due to the arrival of a non-market quote, positioning (clause 5.10);
    c) if the order was placed or modified in violation of paragraphs. 5.10 and 5.11 due to a clear error of the Company;
    d) if the order was placed or modified in violation of paragraphs. 5.10 and 5.11 due to a failure in the trading platform software.

In these cases, the Company, in the execution of paragraph 9.1 of these Regulations or after recognizing the Client's claim as justified:
    a) deletes this pending order, if it has not yet been executed at the time of the decision;
    b) deletes the position opened as a result of execution of this pending order.

9.2. If a pending order is queued for execution, but the Company erroneously confirmed the modification of the level of the pending order, then the Company has the right to execute the order at the level that was before the last modification.

9.3. Claims from the Client are not accepted in cases where the Client was unable to place a pending order or modify the level of a pending order and / or "If-Done" orders:
    a) due to poor communication quality on the Client or Server side, if there is no record of such attempts by the Client in the server log file;
    b) in case of incorrect positioning (clause 5.10) of the level of the pending order relative to the last quote, which preceded the non-market quote and was not recognized as non-market, due to the arrival of a non-market quote, positioning (clause 5.10);
    c) before the arrival of the first quote for this instrument at the market opening;
    d) as a result of a clear error of the Company or non-execution by the Company of the Client's order, if there is no record of such attempts by the Client in the server log file;
    e) as a result of a failure in the software and/or hardware of the trading platform, if there is no record of such attempts by the Client in the server log file.

9.4. Claims from the Client are not accepted in cases where the Client was unable to modify the level of the pending order and/or "If-Done" orders, if the pending order has already been queued for execution.

9.5. If the Company has not executed the instruction to place a pending order or modify the level of a pending order and/or "If-Done" orders:
    a) due to poor communication quality on the client or server side;
    b) as a result of his manifest error;
    c) as a result of a failure in the software and/or hardware of the trading platform;
and the following conditions are simultaneously satisfied:
    a) there is a record (records) in the server log file about the Client's attempt (attempts) to give such an order; and
    b) this attempt to place a pending order or modify the level of the pending order and/or "If-Done" orders is the most recent attempt to take this action.

The Company, after recognizing the Client's claim as justified, executes the instruction to place a pending order or modify the level of a pending order and/or "If-Done" orders:

- In the process of settling a dispute, the Company has the right to execute a pending order and "If-Done" orders in the chronological sequence in which they would have worked if the Client's order had been executed immediately after it was received on the server.
- The Client acknowledges that, in any case, no claims will be accepted for the impossibility of managing these orders or positions in the period before the Company takes steps to resolve this disputable situation.
- The Client acknowledges that the Company has the right not to additionally notify the Client that the dispute has been settled and the order has been executed. The client assumes all risks associated with this.

Deleting a pending order

9.6. If a pending order is queued for execution, but the Company has executed the instruction to delete the order, then it has the right to delete this pending order.

9.7. If the server log file contains records about the Client's attempt(s) to delete a pending order, but the Client failed to delete the pending order:

a) due to the Company's failure to execute the Client's order to delete a pending order;
b) as a result of a clear error of the Company;
c) due to placing a pending order in the queue for execution at a non-market quote;
d) as a result of failure, incorrect operation, incorrect use of software and/or hardware of the trading platform;
e) due to poor communication quality on the client or server side.

The Company, in pursuance of paragraph 9.1 of these Regulations or after the Client's claim is recognized as justified:
a) deletes this pending order, if it has not yet been executed at the time of making a decision on the claim;
b) deletes the position opened by this pending order, if the pending order has already been executed.

9.8. If a pending order was mistakenly deleted:
a) as a result of failure, incorrect operation, incorrect use of software and/or hardware of the trading platform;
b) due to the lack of Free Margin for opening a position on this order as a result of the receipt of a non-market quotation in the quotation stream and the calculation of floating losses / profits on the Client's open positions;

c) due to the lack of Free Margin to open a position on this order as a result of a disputable situation on another order or position (only if the Company recognizes the claim on another order or position as justified), the pending order is not restored and any claims of the Client in this regard are not accepted .

Execution of a pending order

9.9. If the Client's order to open a position was erroneously executed:
a) at a non-market quote;
b) as a result of a clear error of the Company;
c) as a result of failure, incorrect operation, incorrect use of software and/or hardware of the trading platform;

The Company has the right, in pursuance of paragraph 9.1 of these Regulations or after the Client's claim is recognized as justified, to delete the position opened as a result of the erroneous execution of a pending order and:

a) restore an erroneously executed order, if at the moment of making the decision the level of the pending order is correctly positioned relative to the current market price (clause 5.10);
b) cancel the erroneously executed order, if at the time of making the decision the level of the pending order is not correctly positioned relative to the current market price (clause 5.10). In this case, any claims of the client in this regard will not be accepted.

9.10. If the Company erroneously executed the Client's pending order, queued for execution, at a price different from the price at which the order should have been executed in accordance with paragraphs. 5.27-5.29 of these Regulations, the Company, in pursuance of clause 9.1 of these Regulations or after recognizing the Client's claim as justified, writes off / accrues the difference in the financial result between the actual opening of a position and the opening of a position at the price at which this order must be executed in accordance with paragraph. P. 5.27-5.29 of these Regulations.

9.11. If the Company, in accordance with paragraphs. 5.28,5.29 of these Regulations, had the right to execute a pending order "Buy Stop" or "Sell Stop" at the price of the first quote after the price gap, but executed at the price of the order, the Company, in accordance with clause 9.1 of these Regulations, has the right to write off the difference from the Client's trading account in the financial result between opening a position at the price of a pending order and opening a position at the price of the first quote after the price gap.

9.12. If in accordance with p.p. 5.28, 5.29 of these Regulations, the Company had to execute the pending order "Buy Limit" or "Sell Limit" at the price of the first quote after the price gap, but executed it at the price of the pending order, then the Company, in the execution of clause 9.1 of these Regulations or after the recognition of the Client's claim reasonable, credits the trading account with the difference in the financial result between opening a position at the price of a pending order and opening a position at the price of the first quote after the price gap.

9.13. In the event of an erroneous, from the point of view of the Client, non-execution of a pending order, the Client, before filing a claim, must:

  a)   delete this pending order;
  b)   open a position at the current quote for the same instrument in the same direction and the same volume as the pending order, for which a disputable situation arose;
  c)   indicate in the claim the ticker of the position opened by him in accordance with paragraph 9.15 (b) of the position, and the ticker of the pending order.

The Company has the right to reject the Client's claim if the specified actions were not performed by the Client. If the claim is recognized as justified, the Company accrues / writes off the difference in the financial result between the price at which the position was opened in accordance with clause 9.15 (b) and the price at which the order should have been triggered in accordance with clause 5.25.

9.14. The Company's orders require some reasonable time to execute [9]. Before filing a claim in accordance with clause 9.15, the Client must ensure that sufficient time has elapsed for the execution of the order.

9.15. Claims will not be accepted if the pending order has not been executed:
  a)   at a non-market quote;
  b)   due to insufficient funds on the trading account as a result of a dispute on another order or position. In this case, the pending order is automatically canceled and cannot be restored.
  c)   in the event that the total client position after the execution of the order would exceed the established limit for this type of account.

9.16. When one or more pending orders are queued for execution on one trading account, the Company has the right to refuse to execute one or more orders if the Free Margin is insufficient [10]or the limit on the total volume of the client position for this type of account is exceeded. In this case, orders may be executed by the Company in a different order from the order of queuing (see clause 5.31).

Placing, modifying and deleting "Stop Loss" and "Take Profit" orders

9.17. If a "Stop Loss" or "Take Profit" order was placed in the queue for execution, but the Company erroneously confirmed the modification (deletion) of this order, then the Company has the right to execute the order at the level before the erroneous modification (deletion).

9.18. Claims from the Client are not accepted in cases where the Client was unable to place, modify or delete a "Stop Loss" or "Take Profit" order:

  a)   due to poor communication quality on the Client or Server side, if there is no entry in the server log file about such an attempt by the Client;

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[9]Usually no more than one minute under normal market conditions.
[10]The required margin for open positions is calculated based on current quotes (according to clause 5.26 "c").

    b) in case of incorrect positioning (clause 5.10) of the order level relative to the last quote, which preceded the non-market quote and was not recognized as non-market, due to the arrival of a non-market quote;
    c) before the arrival of the first quote for this instrument at the market opening;
    d) if clause 5.10 is violated as a result of a clear error of the Company or if the Client's order is not executed by the Company and there is no record in the server log file about the Client's attempt to make such an order;
    e) as a result of a failure, incorrect operation, incorrect use of the software and / or hardware of the trading platform and in the absence of a record in the server log file about the Client's attempt to give such an order.

9.19. Claims from the Client will not be accepted if the Client was unable to modify or delete the "Stop Loss" or "Take Profit" order after the order was placed in the queue for execution.

9.20. If the Company has not executed the instruction to place, modify or delete a "Stop Loss" or "Take Profit" order:

    a) due to poor communication quality on the client or server side;
    b) as a result of his manifest error;
    c) as a result of failure, malfunction, misuse of software and/or hardware of the trading platform

and the following conditions are simultaneously satisfied:

    a) there is a record (records) in the server log file about the Client's attempt (attempts) to give such an order;
    b) this attempt to place, modify or delete "Stop Loss" or "Take Profit" orders is the most recent attempt to perform this action, the Company, in the execution of paragraph 9.1 of these Regulations or after recognizing the Client's claim as justified, executes the order to place, modify or delete "Stop Loss" or "Take Profit" orders.

The Client acknowledges that, in any case, no claims from the Client regarding the impossibility of managing the position in the period before the Company takes measures to resolve this disputable situation are accepted.

The Client acknowledges that the Company has the right not to additionally notify the Client that the dispute has been settled and the order has been executed. The client assumes all risks associated with this.

In the process of resolving a dispute, the Company has the right to execute Stop Loss or Take Profit orders in the chronological order in which they would have worked if the Client's order had been executed immediately after it was received on the server.

9.21. A "Stop Loss" or "Take Profit" order is considered to be erroneously placed or modified in the following cases:

    a) if it happened before the arrival of the first quote for this instrument at the market opening;
    b) in case of incorrect positioning (clause 5.10) of the order level relative to the last quote, which preceded the non-market quote and was not recognized as non-market, due to the arrival of a non-market quote;
    c) if the order was placed or modified in non-compliance with clause 5.10 due to a clear error of the Company;
    d) as a result of a failure, malfunction, misuse of the software and/or hardware of the trading platform.

If a "Stop Loss" or "Take Profit" order is considered to have been placed or modified in error, the Company has the right to delete the order or cancel its last modification.

Execution of "Stop Loss" and "Take Profit" orders

9.22. If the Company erroneously executed the "Stop Loss" or "Take Profit" order of the Client:

a) at a non-market quote;
b) in violation of clause 5.25 due to a clear error of the Company;
c) in violation of clause 5.25 due to failure, incorrect operation, incorrect use of the software and / or hardware of the trading platform,

Then, in pursuance of clause 9.1 of these Regulations or after the Client's claim is recognized as justified, the Company has the right to restore a closed position within 24 hours from the moment the dispute arose.
The Client acknowledges that in any case, no claims are accepted from the Client regarding the impossibility of managing this position while the Company is considering this disputable situation and taking measures to resolve it.
The Client acknowledges that the Company has the right not to additionally notify the Client that the disputed situation has been resolved and the order has been executed, and the Client assumes all risks associated with this.

9.23. If the "Stop Loss" or "Take Profit" order was not executed, but should have been executed in accordance with clause 5.25, then, in pursuance of clause 9.1 of these Regulations or after recognizing the Client's claim as justified, the Company has the right to:
a) close this position at the current quote if it has not been closed before; and

b) accrue/write off the difference in the financial result between the actual position closing level and the price at which the order should have been triggered in accordance with clause 5.25.

The Company has the right to reject the claim if the Client, during the period from the moment the dispute arose and until the decision was made on the claim, performed any actions (modification, deletion) with the "Stop Loss" or "Take Profit" order, upon execution of which the claim was made.

9.24. Claims for non-execution of "Stop Loss" or "Take Profit" orders for non-market quotes are not accepted.

9.25. If the Company has executed a "Stop Loss" order at a price different from the price at which the order should have been triggered in accordance with clause 5.25, and the Company, in accordance with clause 9.1 of these Regulations, has independently initiated consideration of a disputable situation, then the Company has the right to write off from the Client's trading account, the difference in the financial result between the actual position closing level and the price at which the order should have been triggered in accordance with clause 5.25.

9.26. If the Company executed the "Take Profit" order at a price different from the price at which the order was supposed to work in accordance with clause 5.25, and the Company, in accordance with clause 9.1 of these Regulations, independently initiated consideration of the disputed situation or the Client filed a claim, which was recognized as reasonable, the Company accrues to the Client the difference in the financial result between the actual position closing level and the price at which the order should have been triggered in accordance with clause 5.25.

9.27. If the Company executed a "Stop Loss" or "Take Profit" order at a price different from the price at which the order should have been triggered in accordance with paragraphs. 5.28, 5.29, and the Company, in accordance with clause 9.1 of these Regulations, independently initiated consideration of a disputable situation or the Client presented a claim that was found to be justified, then the Company writes off / accrues the difference in the financial result between the actual level of closing the position and closing the position at a price , on which the order was supposed to work in accordance with paragraphs. 5.28, 5.29.

Performance "Stop Out"

9.28. If the Company erroneously performed "Stop Out":
a) at a non-market quote;
b) as a result of a clear error of the Company in violation of clause 6.2;

c) as a result of a failure, incorrect operation, incorrect use of the trading platform software in violation of clause 6.2;
d) due to insufficient funds on the trading account as a result of the receipt of a non-market quotation in the quotation stream and the calculation of floating losses / profits on the Client's open positions;
e) due to insufficient funds on the trading account as a result of a dispute on another order or position (only if the claim on another order or position is recognized as justified),

Then, in pursuance of paragraph 9.1 of these Regulations or after the Client's claim is recognized as justified, the Company has the right to restore a closed position.
The Client acknowledges that in any case, no claims are accepted from the Client regarding the impossibility of managing this position while the Company is considering this disputable situation and taking measures to resolve it.
The Client acknowledges that the Company has the right not to additionally notify the Client that the dispute has been resolved and the order has been executed, and the Client assumes all risks associated with this.
In the process of resolving a dispute, the Company has the right to execute Stop Loss or Take Profit orders in the chronological order in which they would have worked if the Stop Out had not been erroneously executed.

9.29. It takes some reasonable time for the Company to execute a "Stop Out" instruction [11]. Claims for the execution of this instruction, related both to the time it took the Company to execute it, and to the time of the corresponding entry in the server log file, are not accepted, if clause 6.2 is not violated.

Opening/closing a position

9.30. Claims from the Client are not accepted in cases where the Client was unable to open / close a position:
a) due to poor communication quality on the Client or Server side, if there is no entry in the server log file about the Client's attempt to give such an instruction;
b) at a non-market quote;
c) before the arrival of the first quote for this instrument at the market opening;
d) as a result of a clear error of the Company or non-execution by the Company of the Client's order, if there is no record in the server log file about the Client's attempt to give such an instruction;
e) as a result of a failure, incorrect operation, incorrect use of the software and/or hardware of the trading platform, if the server log file does not contain a record of the Client's attempt to give such an instruction.

9.31. If the Company has not executed the order to open a position:

a) due to poor communication quality on the client or server side;
b) as a result of his manifest error;
c) as a result of failure, incorrect operation, incorrect use of software and/or hardware of the trading platform;

and the following conditions are simultaneously satisfied:

a) there is a record (records) in the server log file about the Client's attempt (attempts) to give such an order; and
b) this attempt to open a position on this instrument is the most recent attempt to perform this action, the Company, in pursuance of clause 9.1 of these Regulations or after recognizing the Client's claim as justified, executes an order to open a position.

The Client acknowledges that, in any case, no claims from the Client regarding the impossibility of managing the position in the period before the Company takes measures to resolve this disputable situation are accepted.

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[11]Usually no more than one minute under normal market conditions.

The Client acknowledges that the Company has the right not to additionally notify the Client that the disputed situation has been resolved and the order has been executed, and the Client assumes all risks associated with this.

In the process of resolving a dispute, the Company has the right to execute Stop Loss or Take Profit orders in the chronological order in which they would have worked if the Client's order had been executed immediately after it was received on the server.

9.32. If the Company has not executed the order to close the position:
- a) due to poor communication quality on the client or server side;
- b) as a result of his manifest error;
- c) as a result of failure, incorrect operation, incorrect use of software and/or hardware of the trading platform;

and the following conditions are simultaneously satisfied:

- a) there is a record (records) in the server log file about the Client's attempt (attempts) to give such an order; and
- b) this attempt to open a position on this instrument is the most recent attempt to perform this action,

The Company, pursuant to paragraph 9.1 of these Regulations or after recognizing the Client's claim as justified, executes the order to close the position.

The Client acknowledges that the Company has the right not to additionally notify the Client that the disputed situation has been resolved and the order has been executed, and the Client assumes all risks associated with this.

9.33. Claims from the Client are not accepted in cases where the Client was unable to open a position:
- a) due to insufficient funds on the trading account as a result of the receipt of a non-market quotation in the quotation stream and the calculation of floating losses / profits on the Client's open positions;
- b) due to insufficient funds on the trading account as a result of a dispute on another order or position;
- c) due to exceeding the existing limits on the volume of the total client position and/or the total number of placed orders for this type of account.

9.34. The Company has the right to delete the Client's open position if:

- a) the order to open a position was processed before the first quote appeared in the trading platform at the market opening, and the Company erroneously processed it at the previous day's closing price;
- b) The Company erroneously processed the Client's order to open a position at a non-market price;
- c) The Company made a clear error when processing the Client's order to open a position.

9.35. The Company has the right to cancel the closing of a position if:

- a) the order to close the position was processed before the first quote appeared in the trading platform at the market opening, and the Company erroneously processed it at the previous day's closing price;
- b) The Company erroneously processed the Client's order to close a position at a non-market price;
- c) The Company made a clear error when processing the Client's order to close the position;
- d) the position was erroneously closed as a result of a failure, misoperation, misuse of the software and/or hardware of the trading platform;

Then, in order to fulfill clause 9.1 of these Regulations or after recognizing the Client's claim as justified, the Company has the right to restore a closed position. If within 24 hours from the moment the dispute arose, the erroneously closed position was not restored by the Company, then this position is no longer subject to restoration, and no claims for its restoration are accepted. The Client

acknowledges that in any case, no claims are accepted from the Client regarding the impossibility of managing this position while the Company is considering this disputable situation and taking measures to resolve it. The Client acknowledges that the Company has the right not to additionally notify the Client that the disputed situation has been resolved and the order has been executed, and the Client assumes all risks associated with this.

9.36. In cases where the Client's trading tactics do not allow the regular processing of his orders, the Company reserves the right to offer the Client to change the type of account. The Company also reserves the right to terminate relations with the Client unilaterally in case the Client refuses the conditions offered by the Company.

The Company notifies the Client about the offer to change the type of account in any of the following ways:

a) phone call;
b) sending a letter with a notification to the mail specified during registration.

In the event that a confirmation response from the Client is not received within 3 days from the moment the Client receives this notification, the Company reserves the right to block trading on the account / accounts indicated in the warning until all further actions regarding this account/accounts and completion of all necessary work in relation to this account/accounts, if necessary.

9.37. The Company has the right to correct or invalidate any trading operation if the corresponding hedging transaction has been corrected or canceled by the liquidity provider.

10. Terms and definitions

10.1. In these Regulations of trading operations

"Base of quotations" - information about the flow of quotations.

"Base currency " - the first currency in the currency pair designation, which the Client can buy or sell for the quote currency.

"Balance" - the cumulative financial result of all complete completed transactions and non-trading operations on the trading account.

"Bar (candle)" - a chart element that includes the opening and closing prices, as well as the maximum and minimum prices for a certain period (for example, a minute, 5 minutes, a day, a week).

"Fast market" - a state of the market, characterized by rapid changes in the exchange rate over a short period of time. Often accompanied by price gaps. As a rule, occurs immediately before and / or immediately after one or more events:

a) publication of the main macroeconomic indicators for the global economy, which have a high degree of influence on financial markets;
b) announcement of decisions on interest rates by central banks or their committees;
c) speeches and press conferences of the leaders of the Central Bank, heads of state, finance ministers and other important statements;
d) carrying out foreign exchange interventions by state organizations;
e) terrorist acts of a national (state) scale;
f) natural disasters that caused the introduction of a state of emergency (or similar restrictive measures) in the affected territories;
g) the beginning of a war or hostilities;
h) political force majeure events: resignations and appointments (including those based on election results) of representatives of the executive power of states;
i) other events that have a significant impact on the dynamics of the instrument's rate.

"Quote Currency" - the second currency in the currency pair designation, for which the Client can buy or sell the base currency.

"Currency pair " - the object of a trading operation, which is based on the change in the value of one currency in relation to another currency.

"Trailing Stop value" means the "Trailing Stop" parameter set by the Client.

"Trading platform time " - the time zone in which any events are recorded in the server log file.

"Chart" - a stream of quotes presented in graphical form. For a period corresponding to a bar/candle:
   a) the maximum (high) of any bar/candle is the maximum Bid for the period;
   b) minimum (low) — minimum Bid;
   c) closing price (close) — the last Bid of the bar/candle;
   d) opening price (open) — the first Bid of a bar/candle.

"Long position" - buying an instrument in the expectation of an increase in the rate. For currency pairs: buying the base currency with the quote currency.

"Day Order" is a pending order that is automatically deleted at the end of a trading session.

"Closed position" is the result of the second part of a complete completed transaction.

"Request" - an instruction from the Company's Client to receive a quote. The request is not an obligation of the Client to make a transaction.

"Instrument" is a currency pair.

"Execution on request " - a mechanism for providing quotes to the Client after receiving a preliminary request.

"Account History " - a list of complete completed transactions and non-trading operations on a trading account.

"Client" - a legal entity or individual to whom the "Personal Account" service is provided under the terms of this Client Agreement.

"Client Agreement" - an agreement between the Company and the Client, which, along with other Regulatory Documents, which include all documents posted in the "Regulatory Documents" section of the Personal Account and the Company's Website, regulate all the conditions under which the Company works with the Client.

"Client Terminal" - a software product through which the Client can receive information about trading in financial markets (in the amount determined by the Company) in real time, conduct technical analysis of the markets, perform trading operations, place/modify/delete orders, and also receive messages from the Company. You can download the program free of charge on the next page of the Company's Website.

"Contract for Difference" - an object of trading operations, which is based on a change in the rate of the underlying asset (i.e. the asset underlying the contract for difference), which can be a stock, futures, commodity, precious metal, stock index and etc.

"Short position" - the sale of an instrument in the expectation of a fall in the rate. For currency pairs: selling the base currency for the quote currency.

"Quoting " - the process of providing the Client with quotes for making a transaction.

"Quote" - information about the current rate of the instrument, expressed as Bid and Ask.

"Leverage" is the ratio between the amount of collateral and the volume of a trading operation.

"Rate" - the cost of a unit of the base currency, expressed in the quote currency.

"Personal Account" - the Client's personal page on the Company's Website, where the Client's identification data is indicated, orders for non-trading operations are recorded, and information of a reference nature is placed;

"Client terminal log file " - a file created by the client terminal, which logs all requests and instructions sent by the Client to the Company to the nearest second.

"Server log file " - a file created by the server, which logs all requests and orders received from the Company's Client, as well as the result of their processing, to the nearest second.

"Locked positions" are long and short positions of the same volume, opened for the same instrument on the same trading account [12].

"Lot" - an abstract designation of the quantity of goods, the base currency, adopted in the trading platform.

"Maximum deviation" — the value in points of the "Maximum deviation" / "Maximum deviation" parameter in the opening / closing position window of the client terminal.

"Locked Position Margin" means the collateral required by the Company for opening and maintaining locked positions. For each tool is specified in the contract specifications.

"Margin trading" - trading operations using leverage, when the Client has the opportunity to make transactions for amounts that significantly exceed the amount of his own funds.

"Initial Margin" means the cash collateral required by the Company to open positions. For each tool is specified in the contract specification.

"Required Margin" means the cash collateral required by the Company to maintain open positions. For each tool is specified in the contract specification.

"Non-market quotation" means a quotation that satisfies each of the following conditions:

    a) the presence of a significant price gap;
    b) price return within a short period of time to the initial level with the formation of a price gap;
    c) lack of rapid price dynamics before the appearance of this quote;
    d) the absence at the time of its occurrence of macroeconomic events and / or corporate news that have a significant impact on the price of the instrument.

The Company has the right to remove information about a non-market quote from the server quotes base.

"Non-trading operation" - an operation of depositing to a trading account (withdrawing funds from a trading account) or an operation of providing (returning) a loan.

"New Margin" - has the meaning defined in paragraphs 3.6.b), 5.26 b).

"Normal Market" - see "Normal Market Conditions".

"Volume of a trading operation" is the product of the number of lots and the size of the lot.

"Order" - the order of the Client of the Company to open or close a position when the price reaches the level of the order.

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[12]For example, if a client has a total of 2 buy lots and 3 sell lots for the same instrument, then 2 buy lots and 2 sell lots are locked positions, while 1 sell lot is not a locked position.

"Open position" is the result of the first part of a complete completed transaction. As a result of opening a position, the Client has obligations:

a) make an opposite deal of the same volume;
b) maintain equity at least 20% of the required margin.

"Market opening" - the resumption of trading after weekends, holidays or after a break between trading sessions.

"Pending order" - an order of the Client of the Company to open a position when the price reaches the level of the order.

"Floating profits/losses" are unfixed profits/losses on open positions at current exchange rates.

"Full completed transaction" - consists of two opposite trading operations with the same volume (opening a position and closing a position): a purchase followed by a sale or a sale followed by a purchase.

"Liquidity Provider" means a bank or ECN (electronic system for the execution of transactions for the sale and purchase of commodities) representing the Company's streaming prices. Can be used by the Company to hedge client transactions.

"Quotes Stream" — a sequence of quotes for each instrument that enters the trading platform.

"Streaming Quotes" - a mechanism for providing quotes to the Client without a request, when the Client sees in real time the flow of the Company's quotes, according to which he can at any time send an order to complete a trading operation.

"Point" is the unit of the least significant digit of the course.

"Lot size" - the amount of goods, base currency in one lot, defined in the contract specification.

"Developer" - ET Development Ltd. ", developer of the trading platform.

"Instruction" - an instruction of the Company's Client to open / close a position, place, delete or change the level of an order.

"Regulatory Documents " are all documents posted on the Company's website that regulate the conditions under which the Company works with the Client.

"Market conditions other than Normal" - "thin market" or "fast market".

"Company Website" means the Company 's website located on the Internet at: http://investgt.com/

"Free Margin" - funds on the trading account that can be used to open new positions. Determined by the formula: equity - margin.

"Server" - the UTIP Trader software product, through which the processing of client orders and requests is carried out, providing the Client with information about trading in financial markets in real time (in the amount determined by the Company), accounting for mutual obligations between the Client and the Company, as well as compliance with the conditions and restrictions.

"Advisor" is an algorithm for managing a trading account in the form of a program in the specialized language UTIP Trader that sends requests and instructions to the server using the client terminal.

"Spike" - see "Non-Market Quote".

"Contract specification" — the main trading conditions (spread, lot size, minimum trading volume, trading volume change step, initial margin, margin for locked positions, etc.) for each instrument. At

the time of the revision of this regulation, this information was located at: http://investgt.com/reglamentiruyushhie-dokumenty/.

"Disputable situation" - 1) a situation where the Client believes that the Company, as a result of its actions or inaction, has violated one or more provisions of these Regulations; 2) a situation where the Company believes that the Client, as a result of his actions or inaction, has violated one or more provisions of these Regulations; 3) the situation when the Client made a trading operation at a non-market quote, or before the first quote at the market opening, or at a quote received by him as a result of a clear error of the Company or a failure in the software of the trading platform.

"Spread" is the difference between the Ask and Bid quotes, expressed in points.

"Ticker" is a unique identification number assigned in the trading platform to each opened position or pending order.

"Account type" — conditions of the trading account. The list of possible types of accounts offered by the Company is available on the Company's website. The account type is selected when opening a trading account and cannot be changed.

"Thin Market" is a state of the market when quotes enter the trading platform less frequently than under Normal Market Conditions over an extended period of time. As a rule, such a market condition is typical for Christmas holidays, national holidays in the G7 countries, from 20:00 GMT to 00:00 GMT, etc.

"Trading operation" - the purchase or sale by the Client of any instrument.

"Trading Platform" - a set of software and hardware that provides real-time information on trading in financial markets, conducting trading operations, accounting for mutual obligations between the Client and the Company, as well as compliance with conditions and restrictions. In a simplified form, for the purposes of these Regulations, the trading platform consists of a "Server" and a "Client Terminal".

"Trading Account" - a unique personalized register of operations in the trading platform, which reflects complete completed transactions, (orders and procedures for crediting / withdrawing funds), open positions, non-trading operations and orders.

"Trailing Stop" - see "Trailing Stop".

"Order Level" — the price specified in the order.

"Force majeure" - events that could neither be foreseen nor prevented. As a rule, this is:
a) natural disasters;
b) wars;
c) Act of terrorism;
d) actions of the government, legislative and executive authorities;
e) hacker attacks and other illegal actions against the Company.

"Price prior to the non-market quote" is the closing price of the minute bar that preceded the minute bar with the non-market quote.

"Price gap" - any of two situations:

a) The Bid of the current quote is greater than the Ask of the previous quote;
b) The Ask of the current quote is less than the Bid of the previous quote.

"Price Gap at Market Opening" - any of the following two situations:
a) Bid of the market opening quote is greater than Ask of the market closing quote;
b) Ask of the market opening quote is less than the Bid of the market closing quote.

"Emergency situation" - non-compliance of the conditions of the company with the conditions of the counterparty, the current market situation, the capabilities of the Company's software or hardware, and other situations that cannot be foreseen.

"Manifest Error" - opening/closing of the Client's position or execution of his order by the Company at a price significantly different from the price for this instrument in the quotes stream at the time of this action, or any other action or inaction of the Company associated with a clearly erroneous determination by him the price level in the market at a given point in time.

"Account history" - see "Account history".

"Ask" - a large price in the quote. The price at which the Customer can buy.

"Balance" - see "Balance".

"Bid" - the lower price in the quote. The price at which the Client can sell.

"Buy Limit" - has the meaning defined in paragraph 5.1.

"Buy Stop" - has the meaning assigned in paragraph 5.1.

"Equity" - the current state of the account. Determined by the formula: balance+ credit+ floating profit-
floating loss.

"Fast market" - see "Fast market".

"Floating profit/loss" - see "Floating profit/loss".

"Free Margin" - see "Free Margin".

"GTC" ("Good Till Cancelled") is an order that is valid until the Client sends an instruction to delete the order.

"If-Done Order" - has the meaning defined in clause 5.2.

"Limit & Stop levels" — The minimum distance in points from the level of the placed order to the current price (the level of the pending order).

"Lock" - see "Locked positions".

"Long" - see "Long position".

"Margin Level" means the ratio of Equity to Required Margin expressed as a percentage. Determined by the formula: (Equity / Required Margin) * 100%.

"Margin" - see "Required Margin".

"Margin Trading" - see "Margin Trading".

"Necessary margin" - see "Necessary margin".

"Pending order" - see "Pending order".

"Sell Limit" - has the meaning defined in clause 5.1.

"Sell Stop" - has the meaning defined in paragraph 5.1.

"Short" - see "Short position".

"Spike" - see "Non-Market Quote".

"Stop Loss" - has the meaning defined in clause 5.2.

"Stop out" - an order to force the closing of a position generated by the server (without the consent of the Client and his prior notification, in case of a lack of funds to maintain an open position).

"Storage" is a fee for transferring an open position to the next day. It happens both positive and negative. A table with "storage" values for each instrument is available on the Company's Website. At the time of the revision of this regulation, the information was located at: http://investgt.com/usloviya-torgovli/

"Take Profit" - has the meaning defined in paragraph 5.2.

"Trailing Stop" - 1) the value of "trailing stop" set by the Client; 2) this is the following algorithm for managing the "Stop Loss" order:

    a) if the profit on the open position has not exceeded the "Trailing Stop" value, take no action;
    b) as soon as the profit on the open position exceeds the "Trailing Stop" value, send an instruction to the server to place a "Stop Loss" order at a distance of the "Trailing Stop" value from the current price;
    c) as soon as a quote is received at a distance exceeding the "Trailing Stop" value from the placed "Stop Loss" order, send an instruction to the server to change the level of this order so that it is at a distance of the "Trailing Stop" value from the current price.

"Trailing Stop" works only when the client terminal is running, connected to the Internet and successfully authorized on the server.

10.2. Words used in the singular also mean the plural and vice versa. Words used in any gender mean also other genders.

10.3. Unless otherwise specified, a reference to a clause, party or list is, respectively, a reference to a clause, party or list of this Regulation.

10.4. Article headings are used for ease of reference and do not affect the interpretation of this Regulation.

10.5. In the absence of an unambiguous interpretation of the term in the text of these Regulations, one should be guided by the interpretation of the term: first of all - defined in the Client Agreement, secondly - in other Regulatory Documents of the Company.

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