

# Rules of Trading Operations



## **Rules of Trading operations**

### **1. Scope**

1.1. This Rules of Trading operations (hereinafter - the Rules) establishes the procedure for conducting trade operations that are the subject of the Service Agreement , and also determines the basic conditions for such operations by the Client.

1.2. This Rules is an integral part of the Service Agreement .

1.3. Including this Rules define:

- the order and methods of interaction between the Company and the Client;
- the procedure for processing and executing orders (applications, requests) of the Client for the operation;
- determination of the amount of payment for the operation;
- the procedure for processing and executing orders to close (early closure) of a operation;
- trading time;
- special conditions for the operation;
- other conditions for the operation.

1.4. It is hereby determined that the Customer's consent to the terms of the Service Agreement is at the same time an agreement with all the provisions of the Rules.

1.5. The purpose of this Rules, including the determination of the actions of the Company in conducting trade operations.

1.6. In case of inconsistency of the provisions of this Rules with certain provisions of the Service Agreement , the provisions of this Rules shall apply. This fact does not entail the invalidity of the remaining provisions of the Service Agreement.

1.7. The Company has the right to amend the provisions of these Rules unilaterally at any time without prior notice to the Client.

### **2. General Provisions**

2.1. The Client performs trading operations (trades) exclusively at the expense of his own funds credited to the Client's personal Account.

2.2. The Client is entitled to carry out trading operations only if the balance on the Client's Account is sufficient to carry out such operations.

If the actual cash balance on the Client's Account as of the date of the operation is lower than the amount required for it, the operation is not concluded.

2.3. Each trading operation of the Client is assigned a specific identifier according to the rules established by the Company.

2.4. The appearance of the corresponding record in the database of the Company's server is the basis to consider the Client's request to conclude (close) the operation is completed, and the transaction itself - concluded (closed).

The conclusion (closing) of the operation is made at the quotation that was reflected last on the server of the Company at the time the Company received the relevant request from the Client.

2.5. When performing trade operations, the Client does not have the right:

2.5.1. To enter into a conspiracy with other Clients with the aim of causing any kind of loss to the Company, as well as taking actions aimed at finding dishonest methods of conducting operations, thereby wishing to receive additional property benefits as a result of such actions (unjust enrichment);

2.5.2. Create, select, use various automated mechanisms, algorithms and other other specialized software products that allow the Client to perform operations without his direct participation;

2.5.3. Use the trading platform of the Company and the services provided with it for any kind of unlawful, illegal actions, including fraudulent ones, as well as for operations that are contrary to the laws of the country where the Client is located.

2.6. When making trading operations, the Company has the right to:

2.6.1. To regulate (limit) the size of the minimum and / or maximum amount of the Client's operation;

2.6.2. Regulate (limit) the total amount of operations concluded by the Client;

2.6.3. To regulate (limit) the total number of operations carried out by the Client for a certain time period set by the Company at its discretion;

2.6.4. To regulate (limit) the total number of operations conducted by the Client on an asset defined by the Company;

2.6.5. To regulate (limit) the total number of operations and / or operations carried out by the Client simultaneously for one asset;

2.6.6. Set other restrictions on any terms of the operations at its sole discretion.

### **3. Basic Communication Rules and Messaging Methods**

3.1. Communication between the Company and the Client is carried out through messaging.

3.2. Any message from a Party can only be created in the trading terminal.

3.3. It is hereby specified that any message received by the Company through the Client's trading terminal (opened using the Client's username and password) is considered to be received from the Client.

3.4. All other things being equal, the application (order, request) of the Client is processed by the Company for 0-4 seconds. In the event of destabilization of market conditions in terms of an asset and / or a violation of the quality of communication between the Client's terminal and the Company's server, the processing time of the request may be increased.

3.5. The company reserves the right to reject the Client's request in the following cases:

3.5.1. there are not enough funds in the Client's Account to complete the operation;

3.5.2. at the opening (closing) of the market, if the Client sends a request before the first quote is received (after the last quote is received) at the trading terminal;

3.5.3. under unstable market conditions (at the discretion of the Company);

3.5.4. under other conditions determined unilaterally by the Company.

#### **4. Basic Principles of Trading Operations**

4.1. The conclusion of the operation is possible only with the agreement of the Company and the Client of its material terms, which include:

4.1.1. Client selection of the underlying asset;

4.1.2. Determination by the Client of the direction of the asset price change;

4.1.3. Indication of operation amount;

4.1.4. Determination of the expiration period Digital trading;

4.1.5. Target level of asset quotes.

4.2. After determining all the conditions, the Client agrees to familiarize himself with the current rate of the selected asset, as well as with the size of the possible payment.

4.3. Coordination of the conditions referred to in clause 4.1. of these Rules, is carried out through the exchange of messages between the Company and the Client (the Client's request for a operation, operation confirmation, etc.).

4.4. A request for conclusion of an operation is sent by the Client to the Company through the trading terminal. The request must contain all the essential terms of the operation.

4.5. The Client's request received on the server of the Company is checked for the correctness of its preparation and compliance with market conditions.

4.6. If the request sent by the Client is correct and complies with the basic rules for its preparation, it is executed by the server.

4.7. Client's request will be rejected if:

- there are not enough funds in the Client's Account to complete the operation;
- there was a significant change in the asset rate from the moment the request was sent by the Client and until the Company processed it;
- The time for accepting operations has been completed;
- The time for trading an asset has been completed;
- The Company at its sole discretion will determine the circumstance sufficient to reject the Client's request.

4.8. The client cannot cancel his request to conclude an operation if it has already been sent to the server of the Company and is in the status of "executed".

4.9. The result of the consideration of the Client's request is sent by the Company to the Client's trading terminal:

- if the Client's request to conclude an operation is approved, then in a special section of his trading terminal the Client will see a graphic confirmation of the relevant operation;
- if the Client's request to conclude an operation is rejected, the Client will see an error message in the trading terminal;
- if the Client has not received a graphic confirmation of the operation, or an error message, the Client has the right to contact the technical service of the Company (support service) to determine the status of such operation.

4.10. In the event of an operation, only the operation amount is deducted from the Client's Account (no commission is charged).

4.11. The information posted on the Company's website and containing data on the size of payments on operations is approximate. The Client can receive accurate information about the percentage of profit only in the trading terminal, after determining all the essential terms of the operation and processing the relevant application by the Company.

4.12. The Client agrees that the Company's server is the only source reflecting reliable information about the flow of quotes.

4.13. By posting information about current asset prices on the server, the Company has the right to use any sources of information at its sole discretion. If the information on the flow of

quotes on the server of the Company differs from the information published on other sources, trading operations are not subject to revision (cancellation).

4.14. The Client understands and acknowledges that in the absence (violation) of an uninterrupted Internet connection between the Company's server and the Client's trading terminal or other technical failures (flaws) in the software, the quote stream or part of it may not be reflected in the Client's trading terminal. In this case, information about the flow of quotes is not correct and reliable.

4.15. The Client agrees that all the charts in the trading terminal are exclusively advisory in nature and do not reflect the current price of the operation at the time of its execution by the Client.

4.16. If the Client's request for the execution of the operation was executed at a non-market quote, despite the fact that such a quote was reflected in the Client's trading terminal at the time of the operation, the Company has the right to cancel the financial result of such a transaction.

## **5. Closing Trades**

5.1. After the expiration of the opened trading positions, the contract will be automatically executed (trade closing).

5.2. If the Client makes a profit, the balance of the Client's account will increase by the amount of the payment, and the trade will be deleted from the list of open transactions in the trading terminal.

5.3. At the time of trade expiration, the trading platform automatically fixes the value of the current market price of the contract. The fixed value is compared with the price at which the contract was purchased, which allows you to summarize the trade:

5.3.1. if the direction of the asset price movement is determined correctly (profitable strategy), the Client receives a fixed payment amount determined at the stage of the trade;

5.3.2. if the market has changed the value of the asset price in the opposite direction (unprofitable strategy), the payout will be zero.

5.4. Profitable strategy (Digital trading is in the profitable zone) is characterized by the following conditions:

5.4.1. if the market price of the selected asset at the time of expiration is higher than the target level of the trade, and the contract was purchased to increase the value of the asset ("Above" or "Call");

5.4.2. if the market price of the selected asset at the time of expiration is lower than the target level of the trade, and the contract was purchased to reduce the value of the asset ("Below" or "Put").

5.5. If the market price of the selected asset and the target level of the trade at the time of its expiration are equal, the amount returned to the contract is returned to the Client.

5.6. If there is a technical possibility and consent from the Company, the Client has the right to prematurely close the trade (Digital trading closing function prior to expiration).

5.7. Early closure of the trade is possible only if the Company and the Client agree on its material terms. Such conditions are agreed upon through the exchange of messages between the Company and the Client - the Client sends a request to close the trade, and the Company, in turn, confirms (or does not confirm) the closure.

5.8. Before sending a request to the Company to close the trade selected by the Client, the Client agrees to familiarize himself with the essential condition, namely, the size of the payment for an open trade subject to its early closure.

5.9. The amount of the payment upon early closing of the trade, the Company determines at its discretion unilaterally. In particular, the size of the payment affects:

- transaction amount;
- asset quotation (market and target);
- duration of the transaction;
- market dynamism;
- other market factors and conditions.



5.10. The Client's request for closing the trade received on the server of the Company is checked for the correctness of its preparation and compliance with current market conditions. If the request sent by the Client is correct and meets the basic rules for its preparation, it is executed by the server of the Company, otherwise it is canceled.

The Server may cancel the Client's request for early closing of the trade if:

- there was a significant change in the asset rate from the moment the request was sent by the Client and until the Company processed it;
- The time has ended at which it is possible to close the trade ahead of schedule;
- The Company at its sole discretion will determine the circumstance sufficient to reject the Client's request.

5.12. The client cannot cancel the request to close the trade if it has already been sent to the server of the Company.

5.13. The result of processing a request to close a trade is reflected in the Client's trading terminal, subject to the Company's technical capabilities and uninterrupted Internet connection between the Company's server and the Client's terminal.

5.14. If the Client has not found the result of the execution of the request to close the trade in his trading terminal within a reasonable time, he should contact the technical service of the Company (support service) to determine the status of such a request.

5.15. When a trade is closed, the payment amount is added to the balance of the Client's account, and no commission is charged.

5.16. The information posted on the Company's website and containing data on the amount of payments at the closing of the trade is approximate. The Client can receive accurate information only in the trading terminal, after determining all the essential terms of the trade and processing the relevant request by the Company.

## **6. Trading Time**

6.1. The period of time within which the Client can perform trading operations is established by the Company unilaterally for each individual asset.

6.2. The trading schedule posted on the Company's website is approximate and may be changed at the Company's sole discretion.

## **7. Special Occasions of Conduction Trades**

7.1. Special occasions of conduction trades are those events that do not depend on the will of the Parties, and none of the persons representing the Party can control the occurrence of these circumstances.

7.2. To any special occasions of conduction trades are belong any situations other than normal and generally accepted situations in the framework of a business turnover, including:

- natural and man-made disasters;
- socially significant events (demonstrations, rallies, strikes, terrorist acts, etc.);
- coups of the political system (the appointment of statesmen, resignation, the conduct of pre-election and election campaigns, etc.);
- military operations (various social unrest, the outbreak of hostilities, war, etc.);
- financial disasters (a sharp change in the exchange rate in a short period of time, currency interventions, etc.);



- micro and macroeconomic news that have a direct impact on the financial market (economic indicators and their changes, news or innovations in the policies of central banks, changes in interest rates, etc.);
- legislative innovations (publication of new regulatory legal acts, changes in norms, laws, etc.);
- resonant statements by government officials, corporate leaders and other important political and / or public persons;
- changes in the rate of receipt of quotes in the trading platform of the Company;
- various types of malfunctions in the Company's software, Internet connection, power outages, etc .;
- errors in the work of third parties that directly affect and / or impede the provision by the Company of its services;
- circumstances referred to in section 11 of the Service Agreement;
- other cases.

7.3. In the event of any of the circumstances of Section 7 of these Rules, the actual actions of the Company in conducting trade operations may be contrary to the provisions of this Rules. In addition, the Company reserves the right to:

- cancel customer requests, incl. on conclusion of a trade, its closure (early closure) and other requests;
- change the payout ratio for the Client's trades;
- change (cancel) financial results on previously completed trades by the Client;
- limit the available expiration time of Digital trading;
- change the timetable for trades;
- reduce the number of requests from the Client in a specified period of time;
- limit the ability to make trades on certain assets;
- completely stop the execution of trade operations;
- perform other actions outside the framework of these Rules and / or the Service Agreement that, in the opinion of the Company, will be reasonable and acceptable.

7.4. The Company reserves the right to act in accordance with clause 7.3 of these Rules and in situations not named in clause 7.2. Of the Rules and / or Section 11 of Service Agreement