

## Appendix №2

Is an integral part of the "Agreement with Trader"

### 1 Customer maintenance rules

#### 1.1. Communication between Client and Company

1.1.1. To communicate with the Customer, Company uses the following means of communication:

- Internal mail of trading platform;
- E-mail;
- telephone;
- post;
- Announcement in the relevant sections on the Company's website.

To communicate with Customer, the Company refers to Customer's payment details specified by him while opening an account or amended in accordance with these rules.

1.1.2. Correspondence (documents, announcements, notifications, confirmations, reports etc.) are considered as accepted by Customer:

- one hour after sending by E-mail;
- immediately after sending via internal mail of the trade platform;
- immediately after finishing telephone conversation;
- 7 calendar days after date of posting;
- immediately after publishing announcements on Company's website.

1.1.3. Company acts precisely in accordance with Customer's instructions, given directly by Customer or his authorized representative.

1.1.4. Phone conversation between Customer and the Company can be recorded to magnetic or electronic media. These records are the Company's property, and are evidence of instructions given by Customer.

#### 1.2. Customer's instructions and requests

1.2.1. Trading operations are conducted upon "Instant Execution"

1.2.2. Customer's request is declined in following cases:

- Customer makes a request before the first quote enters trade platform (before market opening);
- under abnormal market conditions;
- Free margin for opening position is not enough.

In such cases "The market is closed" "No price" or "Not enough money" messages are displayed in the client's terminal window.

1.2.3. The main means of giving instructions by the Customer is client terminal. Customer may also give instructions by phone through the Company's operator, but only if such instruction cannot be given by client terminal, due to technical failure. In this case Customer should follow "Phone talk Regulations".

#### 1.3. Trading transactions

1.3.1. Opening of a position for purchase is conducted at Ask price. Opening of a position for sale is conducted at Bid price.

1.3.2. Closing of a position for purchase (i.e. sale) is conducted at Bid price. Closing of a position for sale (i.e. purchase) is conducted at Ask price.

1.3.3. Transfer of a position on the following day

1.3.3.1. Charging of swaps for opened positions is conducted from 23:59:00 to 00:01:00 at the time of trade platform. Swap obligatory is charged for each position that was opened within the period from 23:59:00 to 00:00:00 at the time of trade platform.

#### 1.3.4. Spread

1.3.4.1. In the absence of force majeure circumstances the Company maintains a spread specified in the specification of instruments.

1.3.4.2. Spread can be increased:

- for all the Customers without preliminary notification if there are force majeure circumstances;
- for all the Customers with an obligatory introduction of changes in specification on Company's website.

#### 1.4. Position Opening

1.4.1. While sending instructions for opening a position, following details are required:

- name of the instrument;
- volume of trading transaction

1.4.2. Instruments quoted according to «Instant Execution»

1.4.2.1. In order to open a position via the client terminal without using of an Adviser, Customer should press «Buy» (to purchase) or «Sell» (to Sell) at the moment when streaming prices of the Company satisfy the Client.

1.4.2.2. In order to open a position via the client's terminal using an Adviser, instruction for making trading transaction is generated at the current quote.

1.4.3. Processing of instruction to open a position.

1.4.3.1. At the moment instruction enters the server status of the account is automatically checked in order to find out whether there is free margin for opening a position:

- new position is virtually added to the list of opened positions;
- new volume of required margin is defined and total Customer's position is recalculated: for locked positions - on the basis of «hedged margin», for non-locked positions - on the basis of «initial margin», which is calculated according to average price for non-locked positions;
- virtual free margin is calculated, whereas floating gains / losses for all opened positions are valued at the current rates;

1.4.3.2. If all the conditions of opening position are met during opening a position, the position will be opened anyway, but the price may be different from the price requested.

1.4.3.3. Relevant note about opening a position in the server's log file means that Customer's request has been processed and position has been opened. Each opened position in the trade platform has a ticket.

1.4.3.4. Instruction for opening position which entered the processing before the first quote for opening market occurs in trade platform will be rejected by AMH. In this case there will be "No price/Market is closed/Trade is forbidden" message in the client terminal window. If AMH is mistakenly handled Customer's request for opening position at the closure price of previous day, the Company has the right to cancel this trading operation. In this case the Company contacts a Customer to notify him about that.

1.5. Closure of a position

1.5.1. Instruments quoted according to «Instant Execution»

1.5.1.1. In order to close a position via the client terminal without Adviser's assistance, a Customer should press "Close" button at the moment when the Company's current prices satisfy him.

1.5.1.2. In order to close a position via the client terminal with Adviser's assistance, instruction for closing position at current price is generated.

1.5.1.3. For closing positions following orders can be used:

"Stop loss" and/ or "Take profit" which are activated after the execution of postponed orders which they relate to.

1.5.2. Processing of instructions for closing positions

1.5.2.1. If the list of opened positions in the trade account contains two or more locked positions, while forming a request for closing of any of these positions in the "Type" falling list occurs an option "Close by...". Choosing "Close by..." option, one or several positions occur. Selecting needed positions make "Close by..." button active, by pressing it a Customer closes locked positions of the same volume or partially closes two locked positions of different volume. At that, the lesser position and symmetrical part of the bigger position are closed, and a new position for the volume remained is to be opened and gets a new ticket.

1.5.2.2. If the list of opened positions contains two or more locked positions, while forming request for closing any of these positions in the "Type" falling list option occurs "Multiple close by...". Choosing "Multiple close by..." option, the list of all positions for this instrument occur and the "Multiple close by..." becomes active, by pressing it a Customer closes all the locked positions for this instrument. New position for total volume of opened positions is to be opened having a new ticket.

1.5.2.3. If record about closing position occurs in log-file, it means that Client's instruction to close a position was processed.

1.5.2.4. In the case when instruction for closing a position is received for processing before occurrence of the first quote in the trade platform, such instructions are declined by AMH. “No price” message will occur in the window of the terminal. The Company has a right to cancel the trading transaction, if AMH wrongly handled the Client's instruction to close a position at the previous day's close price. In this case the Company contacts the Client and notifies him about that.

1.5.2.5. The Company has right to reject instruction for closing a position, if it is submitted for processing at the time when order for closing position (Stop Loss or Take Profit) is in the queue for execution.

#### 1.6. Compulsory closing of a position

1.6.1. When the Margin Level is equal or less than 50%, the Company has right to close Customer's opened positions without preliminary notification.

1.6.2. The server monitors the current account balance and when the Margin Level is equal or less than 50%, the Server generates an instruction for compulsory closing of a position (stop out). Stop out is executed at current market price on a basis of common queue of Customer's orders. The notification about compulsory closing appears in the server log-file with a comment «stop out».

1.6.3. If Customer has several opened positions, position with the largest floating loss is closed first.

1.6.4. In the case when there is negative balance on the Customer's account after compulsory closing of a position, the Company accrues to the trading account a compensation, to make a zero balance.

1.6.5. For CFD on futures at the expiration date (the expiration date of contract is specified in the specification of instruments on the Company's website) there will be compulsory closing of all opened positions and postponed orders according to the last market price of trading session.

## 2. Orders

### 2.1. Types of orders in the trading platform

It is possible to place the following types of orders for opening a position in the AccentForex MT4 trading platform:

- «Buy Stop» - means opening a position for purchase at the price higher than current price at the moment of placing the order;
- «Sell Stop» - means opening a position for sale at the price lower than current price at the moment of placing the order;
- «Buy Limit» - means opening a position for purchase at the price lower than current price at the moment of placing the order;
- «Sell Limit» - means opening a position for sale at the price higher than current price at the moment of placing the order;

The following orders can be used for closing a position:

- «Stop Loss» - means closure of the position opened earlier at a price less favorable to Customer than the price at the moment of placing the order;
- «Take Profit» - means closure of the position opened earlier at the price more profitable for the Customer than the current price at the moment of placing the order;

### 2.2. Time of placing orders and their validity

2.2.1. Placing, modification or removal of orders by a Customer is possible only when trading on the instrument is allowed. Trading hours for each instrument are listed in the specification of instrument.

2.2.2. In the case of abnormal market conditions, trading for a certain instruments may be suspended, in order to eliminate the reason of closing.

2.2.3. All the postponed orders as well as Stop Loss and Take Profit for financial instruments have the GTC status («Good Till Cancelled») and are accepted for indefinite period of time. Customer has a right to limit order's validity by a definite day, having established in «Expiry» window specific date and time.

### 2.3. Placing orders rules

2.3.1. Orders, postponed orders that are placed by a Customer should contain the following obligatory details:

- name of instrument;

- volume;
- type of order (Buy Stop, Buy Limit, Sell Stop, Sell Limit);
- level of order.
  - 2.3.2. In addition to the information mentioned by a Customer, there also can be specified some optional features, such as:
    - Stop Loss level. 0.0000 means that Stop Loss is not placed (or removed if it had been placed earlier);
    - Take Profit level. 0.0000 means that Take Profit is not placed (or removed if it had been placed earlier).
    - Date and period of validity of postponed order

2.3.3. The Company has the right to decline instructions in following cases:

- one or several obligatory parameters are missing or stated incorrectly;
- one or more optional parameters are stated incorrectly;
- In the case of placement a postponed order through the client terminal without Advisor, the Customer receives a message: «Invalid S / L or T / P».

2.3.4. The following parameters should be stated in the Stop Loss and Take Profit orders:

- ticket of the opened position for these orders;
- Stop Loss order level. 0.0000 means that Stop Loss is not placed (or removed if it was put up earlier);
- Take Profit order level. 0.0000 means that Take Profit is not placed (or removed if it was put up earlier).

Company has right to cancel instruction if one or several elements are specified incorrectly. In this case “Modify” button will remain inactive.

2.3.5. «Stop Loss» and «Take Profit» levels, as well as the levels of postponed orders must be correctly positioned relatively to the current market price at the time of receipt of orders by the server and at the time of processing an order by AMH taking into account limitations stated in the clause 2.3.7:

- «Stop Loss» for short position: the current market price is the Ask price and the order must not be placed lower then the Ask price.
- «Take Profit» for short position: the current market price is the Ask price and the order must not be placed higher then the Ask price.
- «Stop Loss» for long position: the current market price is the Bid price and the order must not be placed higher then the Ask price.
- «Take Profit» for long position: the current market price is the Bid price and the order must not be placed lower then the Ask price.
- «Buy Limit»: the current market price is the (Ask-1 tick) price. The order must not be placed higher then the Ask price.
- «Buy Stop»: the current market price is the (Ask +1 tick) price. The order must not be placed lower then the Ask price.
- «Sell Limit» order: the current market price is the (Bid +1 tick) price. The order must not be placed lower then the current market price.
- «Sell Stop» order: the current market price is the (Bid-1 tick). The order must not be placed higher then the current market price.

2.3.6. «Stop Loss» and «Take Profit» levels for postponed orders should be correct related towards the postponed order’s level, taking into account limitations stated in the clause 2.3.7:

- «Stop Loss» order for «Buy Limit» and «Buy Stop» postponed orders should be placed below the level of the postponed orders;
- «Stop Loss» order for «Sell Limit» or «Sell Stop» postponed orders should be placed above the level of the postponed orders;
- «Take Profit» order on «Buy Limit» and «Buy Stop» postponed orders should be placed above the level of the postponed orders;
- «Take Profit» order for «Sell Limit» or «Sell Stop» postponed orders should be placed below the level of a postponed orders.

If levels of “Take Profit” and “Stop Loss” relate to the current price incorrectly while placing postponed order, these orders are automatically removed with explanation.

2.3.7. Orders of all types cannot be placed closer to the current market price than a certain number of points. (Clause 2.3.5 or clause 2.3.6 for postponed orders). Minimal number of points is stated in specification of the instruments on the Company’s website.

2.3.8. If the record about placing order occurs in the server log-file, it means that Customer’s instruction for placing an order has already been processed and the order has been placed.

2.3.9. Recordings in log-file of Client’s trading terminal are conducted according to the time of Customer’s personal portable computer which serves as the means of committing trading operations.

2.3.10. Each postponed order has its own ticket.

2.3.11. The request for order placement received for processing until the first quotation in the trading platform will be rejected by AMH. There will be a message "No price" / "Trade is forbidden" in the client’s terminal window. In the case AMH mistakenly processed a request to place an order, then such order will be canceled and Customer will be notified by internal mail.

2.3.12. If during processing instruction the current quote will reach the level where at least one condition of 2.3.5, 2.3.6, 2.3.7. is violated, the Company preserves the right to decline instruction for placing order.

2.4. Modification and removal of orders

2.4.1. while sending an instruction for amending the elements of pending orders (the level of postponed orders, Stop Loss and Take Profit for the postponed orders) there should be stated such parameters as:

- ticket;
- Order’s level;
- Stop Loss order level. 0.0000 means that Stop Loss is not placed (or removed if it was put up earlier);
- Take Profit order level. The value of 0.0000 means that Take Profit is not placed (or removed if it was put up earlier).

The Company has the right to cancel the instruction if one or several elements are incorrectly specified. In this case “Modify” button remain inactive.

2.4.2. The following parameters should be stated in order to modify the Stop Loss and Take Profit for opened positions:

- ticket;
- The level of orders;
- Stop Loss order level.0.0000 means that the Stop Loss is not placed (or removed if it was put up earlier);
- The Take Profit order level. 0.0000 means that the Take Profit is not placed (or removed if it was put up earlier).

The Company may cancel the order if one or several parameters are stated incorrectly/ In this case the button «Modify» is non-active.

2.4.3. While giving the instruction for removing postponed order, Customer should specify ticket for order under removal.

2.4.4. The Client’s request for modification or removal of an order is processed and order is modified or removed when the following notice appears in the server log-file.

2.4.5. The Company has right to decline instruction for order’s removal or modification if such instruction enters the processing before occurrence of the first quote in the trading platform. If AMH mistakenly processed an instruction order’s removal or modification might be cancelled and Customer will receive respective notification via Trading Platform internal mail.

2.4.6. If during the processing current price reaches order’s level or order is in the process of execution, the Company has a right to decline instruction for order’s removal or modification.

2.4.7. The Company has a right to decline instruction for order’s removal or modification if the procedure of processing removal/modification instruction has been completed after the order was placed in the queue for execution according to clause 2.5.1., at that Customer will receive respective notification via trading platform internal mail.

2.4.8. The central server gives the priority to modification of order which is out of execution. The order which proceeds modification at the central server cannot be executed until the next tick comes. In particular, in order to activate or/and to close postponed order, modification withdraws such kind of order till coming of the next tick for this symbol touching the levels of activation and/or closure of postponed positions.

## 2.5. Order's execution

2.5.1. The order is placed in the queue to be executed in the following cases:

- Take Profit order for opened position for purchase when Bid price in the quotes flow is equal or higher then the order level, depending on the trading rules for particular instrument;
- Stop Loss order for opened position for purchase when Bid price in the quotes flow is equal or lower then the order level;
- Take Profit order for opened position for sale when Ask price in the quotes flow is equal or lower then the order level, depending on the trading rules for particular instrument;
- Stop Loss order for opened position for sale when the Ask price in the quotes flow is equal or higher then the order level;
- Buy Limit order is queued for execution at the moment when Ask price in the quotes flow is equal or lower then the order level, depending on the trading rules for particular instrument;
- Sell Limit order is placed in queue for execution at the moment when Bid price in the quotes flow is equal or higher then the order level, depending on the trading rules for particular instrument;
- Buy Stop order is placed in queue for execution at the moment when Ask price in the quotes flow is equal or higher then the order level;
- Sell Stop order is placed in queue for execution at the moment when Bid price in the quotes flow is equal or lower then the order level.

2.5.2. Once the postponed order is placed in the queue in order to be executed, the server automatically checks the status of the trading account for the presence of free margin for position opening when the request for placing a postponed orders is received:

- new position is virtually added to the list of opened positions;
- customer's total position is recalculated and new size of the margin is determined: for locked positions - on the basis of «hedged margin», for non-locked positions - based on the «initial margin». It is calculated on the weighted average price of non-locked positions;
- «initial margin» is recalculated for CFD on futures on the basis of “input margin” size, which is usually half less then «initial margin»
- «virtual free margin» is calculated, at that when level of postponed order falls the price gap, floating profits / losses for every open item are estimated according to current market prices at the moment of placing order to the queue of execution;
- The order is processed and position is opened when the «virtual free margin» is equal or greater then zero. The corresponding record appears in the server log-file. Opened position has the same ticket as its postponed orders;
- The Company may not open position and remove the postponed orders when the «virtual free margin» is less than zero. The corresponding record with the comment «no money» appears in the server log-file.

2.5.3. If all the conditions for opening position are met, the position will be opened anyway, but the price may differ from those requested by Customer.

2.5.4. Order is executed when in the server log-file appears relevant record.

2.5.5. Orders are executed by AMH at market prices under normal market conditions.

2.5.6. When the order level falls in a price gap on the market conditions that are different from normal , order can be executed by first Bid or Ask (depending on order's type) price after gap.

2.5.7. All orders are placed to the queue for execution in accordance with their increasing numbers of ticket in the case when several orders fall in the price gap. Request for order execution received earlier then other orders in a queue is transmitted to the processing of AMH.

## 3. Margin

### 3.1.General conditions

3.1.1. The Customer is responsible for depositing and supporting the initial margin and / or hedged margin in the amount established by the Company. Such sums should be transferred to the

Company's bank account only in cash, further these sums would be transferred to a trading account.

3.1.2. The initial margin and /or hedged margin are paid at the moment of opening position. The amount of initial margin and hedged margin is listed in the specification of instruments.

3.1.3. The Company commits to update specification of instruments on Company's website if there are any changes of the initial margin or hedged margin sizes.

3.1.4. In the case of force majeure, the Company may change the size of initial or the hedged margin without preliminary notification of Customer.

3.1.5. Company has the right to apply paragraph 3.1.3 and 3.1.4, both for existing opened positions and for newly opened positions.

3.1.6. Customer commits to monitor the level of the margin on his trading account.

3.1.7. If equity falls below 10% of the hedged margin, the Company has a right to close any position without the prior consent of the Client and without prior notice.

#### 4. RISKS

Customer agrees that he is aware of risks related to transactions on the world financial markets, including:

##### 4.1. Risks of credit leverage

4.1.1. While conducting transactions according to «Margin Trading» relatively small movement of the rate might seriously impact status of Client's trading account due to the effect of credit leverage. When the market moves against Customer's position he might sustain loss at the rate of initial deposit and any supplementary funds depositing for supporting opened item. Customer is fully responsible for accountancy of all the risks, application of financial instruments and choice of relative trading strategy.

4.1.2. We recommend to keep Margin Level starting from 100% and higher, as well as to place Stop Loss orders to limit possible losses.

##### 4.2. Risks of volatility of financial instruments

4.2.1. A whole number of instruments have considerable intraday ranges of price movement, thereby bringing high possibility of profits and losses for trading transactions;

##### 4.3. Technical Risks

4.3.1. Customer admits responsibility for financial losses occurring due to failures of information, communication, electrical and other systems;

4.3.2. While conducting trading transactions via client terminal Customer assumes risks of financial losses which might be consequence of:

- Failure of consumer's device, software and poor quality of connection;
- Improper work of Customer's equipment;
- Wrong setting of customer terminal;
- Undue updating of client terminal;
- Customer's unawareness of "User's guide for client terminal".

Customer realizes that trading via phone might be impeded by overload of connection (for instance, when global economic event happens).

##### 4.4. Abnormal market condition

Customer admits that time for processing Customer's instructions may be increased as well as the price of execution might be different from the prices of streaming currency rates.

##### 4.5. Risks of technical features of the trading platform

4.5.1. Customer admits that the queue of instructions at the server can include only one request or instruction. An attempt to send any request or instruction will be declined. If so, "Order" window will display "Order is locked".

4.5.2. Customer admits that the only reliable source of information about streaming currency rates is the main server working for Customers with real accounts. Database of quotes at Client terminal cannot serve as reliable source of information about streaming currency rates because, if connection between Client terminal and server is not stable, the part of streaming currency rates might not reach Client terminal;

4.5.3. Customer admits that closing the window of placing/modification/removing of orders as well as closing the window of opening/closing items does not cancel order or request which had already been entered for processing to the AMH;

4.5.4. Customer undertakes the risk of committing unplanned trading transactions when instruction is sent repeatedly;

4.5.5. Customer admits that simultaneous modification of postponed order and Stop Loss and/or Take Profit levels entered the processing after execution of order will be processed only in the part of modification of Stop Loss and/or Take Profit levels of orders;

4.5.6. Customer admits that if postponed orders or Stop Loss and/or Take Profit orders are put on the level equal to current price in streaming currency rates, this orders will be executed only at the time when a new tick will occurs and “order execution” clause is observed;

4.6. Risks of communication system failure

4.6.1. Customer undertakes the risk of financial loss if it happened due to inability to receive Company’s message.

4.6.2. Customer admits that e-mail sent not in code is not protected from unauthorized access;

4.6.3. Customer admits Company’s authority to delete all the messages which were not received by Customer via internal post of Client terminal within three days since the message has been sent.

4.6.4. Customer bears full responsibility for preserving confidentiality of the information received by him/her from the Company and assumes the risk of financial losses caused by unauthorized access of third parties to his trading account.

4.7. Risks of force-major circumstances

Customer undertakes all the risks of financial losses caused by force-major circumstances

5. Settlement of Conflicts

5.1. Procedure of conflict settlement

5.1.1. Submitting a claim

5.1.1.1. Customer has the right to assert a claim towards the Company, if conflict situation occurred. Claims are excepted within two business days since the moment reasons for its presenting occurred.

5.1.1.2. A claim should be submitted as e-mail and sent to the official e-mails published on our web-site. Claims submitted in other format (at forum, by the phone, etc.) are not excepted for consideration.

5.1.1.3. A claim should contain:

- Customer’s first and last name;
- Username in trading platform;
- Date and time of occurrence of the conflict (at the time of trade platform);
- Ticket of position or postponed order;
- Description of the conflict.

5.1.1.4. A claim should not contain:

- Emotional attitude of conflict situation;
- Insult towards the Company’s officials;
- Obscene language;
- Sentences and turns of the speech with conjunctive mood.

5.1.1.5. The Company preserves the right to decline a claim if conditions of 4.1.1.1., 4.1.1.2, 4.1.1.3 and 4.1.1.4. clauses are not met;

5.1.1.6. Company does not consider the conflict published at information resources of exterior organizations without preliminary considering it by internal services of the Company;

5.1.2. Source of information for proving foundation of a claim

5.1.2.1. The server’s log-file is the main source of information for considering a conflict.

Information contained in the server’s log-file is of unconditional priority towards other proofs while considering a conflict including information contained in log-file of Client terminal.

5.1.2.2. If the server’s log-file does not contain a relevant recording proving Customer’s intention this is the foundation to recognize claim to be invalid.

5.1.3. Indemnification

5.1.3.1. If a claim is founded, settlement corresponds to compensation payment charged to Client’s trading account.

5.1.3.2. The Company does not compensate a short-received profit of Customer if Customer intended to commit a certain action but did not commit it due to some reason.

5.1.3.3. The company does not compensate moral damage to Customer.

5.1.3.4. The Company is responsible for investigating Customer's claim announcing a decision concerning conflict situation within the shortest possible time. A mail sent to Customer and generated by the mail processing system is the confirmation of receiving a claim. Two business days from the moment of receiving claim is maximum possible term of considering a claim.

5.1.3.5. The Company charges compensation payment to Customer's trading account within one business day from the moment of making a positive decision concerning conflict situation.

5.1.4. Examination of claim rejection.

5.1.4.1. Claims are not accepted within the period of order execution without reference to the time required for order execution and the time recording about order execution occurred in the log-file.

5.1.4.2. Any reference of the Customer or the Company to quotes of other companies or informational systems, if they are not listed in Appendix 1 is incompetent

5.1.4.3. If conflict situation not specified in the Present Rules occurs, making ultimate decision is up to the Company on the basis of common market practice and own ideas about settlement of conflict situations.

5.2. Conflict situations

5.2.1. The Company charges/ withdraws difference result between the actual closing level and supposed closing level if closing position order (Stop Loss or Take Profit) is recognized fallacious.

Company preserves the right to close position, that was the reason for occurred conflict according to current quote in streaming currency rates or to quote at the moment of opening and/or closing order on the basis of market spread;

Company preserves the right to correct trading operations conducted by Customer under abnormal market conditions within two last business days. Recalculation of trading accounts will be conducted at stock Bid and Ask.

Company preserves the right to decline a claim if Customer conducted any operations with Stop Loss and Take Profit orders at which a claim was made from the moment of occurrence of a conflict till the moment of decision making;

5.2.2. If customer suspects an error non-execution of the postponed order, he should specify ticker of postponed order in claim before claim is submitted.

Company has a right to decline Customers claim, if actions specified by Customer were not conducted.

If claim was recognized founded, the Company charges/withdraws financial difference between factual level of opening item and supposed level of order's executing if there is no mistake.

5.2.3. A certain reasonable period of time is required for AMH in order to execute an order.

Before submitting a claim regarding non-execution of order Customer should make sure that time for executing of order was enough.

5.2.4. If Stop Loss and Take Profit order was put to the queue for executing, but AMH confirmed order's modification/removal by mistake, Company has the right to execute it on the level it was before modification/removal.

5.2.5. If postponed order is in execution queue and AMH confirmed modification of order's level by mistake, the Company has right to execute it on the level it was before the last modification/removal.

5.2.6. If postponed order is put in execution queue but AMH confirmed order's removal, the Company preserves the right to remove postponed order.

5.2.7. If an AMH executed Customer's Stop Loss or Take Profit order at non-market quote and a claim is recognized as founded, then:

- The Company should compensate finance difference between factual closure of item and closure of item at the price preceding non-market quote if at the moment of decision making current quote is worse then the price preceding non-market quote;
- The Company should compensate finance difference between factual closure of item and closure of item at the price preceding non-market quote if at the moment of decision making current quote is better then the price preceding non-market quote;

5.2.8. If Customer's order for opening position was executed at non-market quote or a Customer opened an item at non-market quote, the Company preserves the right:

- To close the position at current quote and cancel its financial result, if this item was not closed by the Customer.
  - Cancel financial result of this position if it was closed by Customer.
- 5.2.9. If an AMH executed Stop Out at a non-market quote and a claim is recognized as founded, then:
- The Company should compensate finance difference between factual closure of item and closure of item at the price preceding non-market quote if at the moment of decision making current quote is worse than the price preceding non-market quote;
  - The Company should compensate finance difference between factual closure of position and closure of position at the price preceding non-market quote if at the moment of decision making current quote is better than the price preceding non-market quote.
- 5.2.10. If Customer closes position at non-market quote, the Company preserves to write off /charge financial difference between factual closure of item and closure of item at the price preceding non-market quote.
- 5.2.11. The Company preserves the right to recalculate Customer's transactions if he used shortages of trade platform or expert Advisers trading due to these shortages.
- 5.2.12. If the Company or Customer is capable to prove that there was opening or closure of item at the price different from the market price in accordance with 5.1.2 clause, the company should recalculate financial result of this transaction in accordance with real market quotes or to cancel it completely. In particular cases the Company has a right to choose the way of conflict settlement on its own;
- 5.2.13. If instruction for opening position entered the processing before the first quote for opening market occurs in the trade platform, but an AMH mistakenly processed this instruction at the price of closure of previous day, the Company preserves the right to:
- Close this position at current quote and cancel its financial result, if this item was not closed by Customer;
  - Cancel financial result of this position if it was closed by Customer.
- 5.2.14. If instruction for closing position entered the processing before the first quote for opening market occurs in the trade platform but an AMH mistakenly processed this instruction at the price of closure of previous day, the Company preserves the right to write off/charge financial difference between factual closure of position and closure of position at the price preceding non-market quote.
- 5.2.15. Compensation of consequences in the result of AMH's evident error while opening item is conducted as follows:
- Initiated position is closed at current quote and its financial result is cancelled, if position is not closed by customer;
  - Financial result of this position is cancelled if this position is closed by Customer.
- 5.2.16. Compensation of consequences of AMH's evident error while closing position is conducted by writing off charging financial difference between factual closure of position and closure of the last minute bar preceding the time of error. If there is a gap between streaming currency rates, quotes of stock sources are taken into consideration.
- 5.3. Force-majeure
- 5.3.1. Force-majeure circumstances include, (but are not limited to): any action, event or situation (but are not limited to any strike, mass riots or civil disorders, terrorist acts, floods, extraordinary meteorological conditions, earthquakes, fire, wars, labor conflicts, accidents, governmental actions, communication failures, failures of food supply, breakages of equipment or software) which is according to grounded opinion of the Company led to destabilization of the market or the market of one or several instruments.
- Interruption of work, liquidation or cancellation of certain market, absence of certain event which is the ground for the Company's quote, introduction of abnormal trading conditions at any market or in regard of any such event;
- 5.3.2. The Company has a right to determine boundaries of force-majeure circumstances, if there is a sufficient reason. Customer admits that the Company or any third party, providing the Company with services, does not bears responsibility for any damage or loss caused by force-majeure circumstances;

5.3.3. If force-majeure circumstances occur, the Company has a right (without infringing other rights of the Company according to the present rules) to undertake any of the following measures without preliminary notification in writing:

- Increase marginal requirements;
- Close any item or all initiated positions at the price which is considered to be justified by the company;
- Suspend or amend application of one or several of the present Rules as long as force-majeure circumstances make possible to comply these Rules;
- Any action concerning the Company, Customer and other Customers if the Company considers this action to be founded at these circumstances;
- Revise financial results of all Customer's transactions which fall within force majeure circumstances by changing prices of opening/closure or complete cancellation of transactions.