

## The client agreement

The company «Univell Ltd.», registered to the address: P.O. Box 3321, Drake Chambers, Road Town, Tortola, British Virgin Islands, active on the basis of the Charter, further named "Company" and the person who signed the present Agreement and has filled in the questionnaire of the Client, further "Client", have entered into the present Agreement, further "Agreement".

The present Agreement defines conditions according to which the Company will render services to the Client concerning realisation of operations on world financial markets.

At the moment of signing of the given Agreement, and also for date of the conclusion of other agreements and agreements, the Client guarantees the Companies that:

1. Accepts, the use conditions of a trading account indicated in the present Agreement (further - "account") which he has opened in the Company for fulfilment of operations on world financial markets;
2. Is completely the capable citizen who has reached of majority in case the Client the-physical person, or is properly founded and capable, according to the current legislation, the organisation, if the Client - the legal body, and anybody except the Client has no choses in possession or obligations on the operations made on trading customer's account;
3. All information granted by the Client of the Company, including the information on an operational experience of the Client in trading operations and investment, is truthful, complete and not misleading in any relation. The client undertakes to inform immediately the Company on all changes of such information by the advice issued in the form of the electronic letter (e-mail) and sent on electronic info@trendfx.org address;
4. The client agrees with entering of his personal data in base of the Company;
5. All operations under the customer's account are made according to the present Agreement;
6. Notices on performance of transactions, orders of the Client and the account statement will be considered definitive if the Client or the Company does not protest them in limits of 2 (two) working days from the moment of transfer of the notice to the Client in the electronic or other co-ordinated method;
7. The client has read and understands all risks stated in the present Agreement, including everything without exception the risks described by the Company in section «**the Application for the risks with by margin trade**».

### 1. THE APPLICATION FOR THE RISKS WITH BY MARGIN TRADE.

The risk of losses from investment in financial markets can appear essential. You should weigh carefully, whether such investments are approaching for you (of your circumstances and financial resources). First of all, it is necessary for you to pay attention to following items:

1. The risks inherent in trade by foreign exchanges and futures, essentially increase at the expense of use of a high level of the credit shoulder supplied with the margin deposit. Use of a credit shoulder can mean the big prize, and the big losses.
2. Because of adverse for you market changes, you can lose the financial assets placed as the margin or the deposit in the Company for rather short time.
3. Some conditions of the market can hinder or make impracticable performance of orders under the stipulated price, the Exercise price can differ from the prices in a stream of quotations, and time of client orders can increase.
4. Trade by means of an electronic trading platform «TrendFx Trader 4.xx» can not only differ from usual trade (through phone or through the free exchange auctions), but also from trade in other electronic systems. Besides, there are the risks connected with fulfilment of bargains through the Internet, including, but not being limited to it, breakages (inadequate work) hardware and software failures.
5. At fulfilment of trading operations with use of the client terminal the Client accepts  
On itself risks of financial losses which can arise in a consequence:
  - Bad communication quality on the party of the Client;
  - Wrong options of the client terminal;
  - Delayed updating of the version of the client terminal;
  - ignorances by the Client of the instructions described in «the User's guide on the client To the terminal ».
  - the Client realises, that at fulfilment of trading operations by phone can be hindered  
Possibility of dialling to the operator on duty during the moments of maximum loads (for example, At an exit of global economic news).
6. The client recognises, that a unique authentic information source about a stream of quotations is

The basic server serving real Clients. Bases of quotations on the client terminal not  
Can serve as an authentic information source about a stream of quotations, as in a case  
Unstable connection between the client terminal with a server a part of quotations from a stream  
Quotations can not reach the client terminal.

7. The client agrees, that the Company, and-or any of his officials, the directors serving,  
Agents do not bear responsibility for default of the present Agreement because of any delay or  
The failure expressly or by implication caused by any reason, independent of the Company.

The short application set forth above cannot capture all risks from investments into monetary exchanges. You should  
weigh carefully all pro's and con's before you will entrust the financial resources for realisation of investments.

## 2. THE BASIC CONCEPTS, TERMS AND DEFINITIONS.

«**Account history**» - the list of the complete finished transactions and uncommercial operations on a trading account

«**Ask**» - a big price in the quotation. The price on which the Client can purchase.

«**Balance**» - a cumulative finance result of all complete finished transactions and uncommercial operations on a trading  
account.

«**Bid**» - the smaller price in the quotation. The price on which the Client can sell.

«**CFD**» - object of fulfilment of trading operations in which basis the course change lays

Basic asset (i.e. an asset underlying the contract on a difference) to which the share can serve, the future,  
The goods, precious metal, share index etc.

«**Equity**» - a current status of account. It is defined under the formula: balance + floating profit - floating loss.

«**Fast market**» - a market position characterised by prompt course changes for a small space of time. It is frequently  
accompanied by price ruptures. As a rule, occurs directly to and-or right after one or several events:

- The publication of economic indicators on the countries of the big seven (G7), having high degree of influence on  
financial markets;

- The announcement of decisions under interest rates central banks or their committees;

- Performance and press conferences of chiefs of the Central Bank, Ministers of Finance and presidents of countries G7;

- Realisation of spot interventions by the state organisations

- Acts of terrorism of national (state) scale;

- The natural accidents which have caused introduction of state of emergency (or similar restrictive measures) in the  
suffered territories;

- The beginning of war or military actions;

- Political force-majeur events: resignations and appointments (including by results of elections)

Representatives of an executive power of the states;

- Other events, making significant impact on dynamics of a rate of the instrument

«**Floating profit/loss**» - not fixed profits/losses on open positions at flowing

Significances of rates.

«**Free margin**» - money resources on a trading account which can be used for opening

New items. It is defined under the formula: equity - margin.

«**Hedged margin**» - maintenance required by the Dealer for opening and maintenance **lock** items. For

Each instrument it is indicated in the contract specification.

«**Initial margin**» - cash security required by the Dealer for opening of items. For each

The instrument it is indicated in the contract specification.

«**Instant Execution**» - the mechanism of granting of quotations to the Client without inquiry when the Client sees in

Real-time a stream of quotations of the Dealer on which he can send at any moment

The order on trading operation fulfilment.

«**Lock**» - the long and short items of identical volume opened on same

To the instrument on one trading account.

«**Long**» - instrument purchase counting on bull slide. With reference to currency pairs:

Monetary basis purchase for quotation currency.

«**Margin Level**» - the relation expressed in percentage equity to the necessary margin. It is defined under the formula:  
(equity/margin) \* 100 %.

«**Margin**» - cash security required by the Dealer for maintenance of open positions. For

Each instrument it is indicated in the contract specification.

«**Margin Call**» - a status of account at which the Dealer has the right, but is not obliged to close all open positions

The client because of defect of the Free margin. Level «margin level» at which on the account there is a situation

«margin call» it is indicated in the present Agreement.

«**Margin Trading**» - - realisation of trading operations with use of a credit shoulder, when the Client

Has possibility to make the bargain for the sums considerably exceeding the size of his independent means.

«**Market Watch**» - the mechanism of granting of quotations to the Client without inquiry when the Client sees in Real-time the stream of quotations of the Dealer also can send the order on fulfilment of the trading Operations.

«**Pending order**» - - the order of the Client to the Dealer to open an item at achievement by order level.

«**Short**» - - instrument sale counting on decline in exchange rate. With reference to currency pairs : sale monetary basis for quotation currency

«**Spike**» - the quotation, satisfying to each of following conditions:

- Availability of essential price rupture;
- Return of the price during a small space of time on initial level with formation of price rupture;
- Absence of prompt dynamics of the price before occurrence of this quotation;
- Absence at the moment of its occurrence of macroeconomic events and-or the corporate news rendering significant influence on a rate of the instrument.

- The company has the right to remove the information on not market quotation from base of quotations of a server.

«**Stop out**» - the order on the compulsory closing a position generated by a server.

«**Swap**» - a payment for open position carrying over in night. Happens both positive, and negative.

The table with significances «swap» on each instrument is resulted on the Company site. The size «swap» can To be changed depending on change in interest rates of Central banks of the states. The given information

Is to the address: <http://www.trendfx.org/clients/Specification/>

«**Trailing Stop**» is a following algorithm of management Stop Loss order:

- If the profit on an open position has not exceeded size Trailing Stop, any actions not to undertake;
- As soon as the profit on an open position will exceed size Trailing Stop, to send on a server the order about Placing Stop Loss order on distance of size Trailing Stop from a current price;
- As soon as the quotation on the distance exceeding size Trailing Stop, from the exhibited will be received Stop Loss orders to send on a server the order about shift in the level of this order, so that it Was on distance of size Trailing Stop from a current price.

Trailing Stop works only when the client terminal is started, connected to the Internet and successfully authorised on a server.

«**Base of quotations**» - the information on a stream of quotations.

"**Monetary basis**" - the first currency in a designation of currency pair which the Client can purchase or sell for quotation currency.

«**A bar (candle)**» - the element of the schedule including opening prices and closings, and also the maximum and minimum prices for the certain period (minute, 5 minutes, days, week etc.).

«**Quotation currency**» - the second currency in a designation of currency pair for which the Client can purchase or sell monetary basis.

«**Currency pair**» - object of trading operation in which basis change of cost of one currency in relation to other currency lays

«**Size Trailing Stop**» - parametre "Trailing Stop" set by the Client. «**Time of a trading platform**» - a space of time **from 02-00 o'clock on Monday and further round the clock till 00-00 o'clock.**

On Friday Moscow time. The exception is made by days off and holidays, time changes of the internal order of the Company, and also time during which service is impossible for technical reasons, under condition of the prior notification of Clients.

"**Schedule**" - the stream of quotations presented in the graphic form. The maximum (high) any bar/candle is Maximum Bid for the period, a minimum (low) - minimum Bid, the closing price (close) - last Bid Bar/candle, an opening price (open) - the first Bid a bar/candle.

"**Dealer**" - 1) the company with which at the Client the agreements regulating legal bases are entered into Fulfilment of trading operations subject to conditions margin trade; 2) the employee of this company, Carrying out processing of inquiries and orders of Clients, performance of orders, stop out and margin call (in The regulations text it is written from the small letter).

"**Closed position**" - result of the second part of the complete finished transaction.

"**Inquiry**" - the instruction of the Client to the Dealer on quotation reception. The inquiry is not client's obligations To make the bargain.

"**Instrument**" - currency pair or the contract on a difference.

«**An information-trading complex« TrendFx Trader 4.xx**» - set program and the means supplying reception of the information on the auctions on financial markets in a real-time, realisation of trading operations, the record-keeping of mutual debts between the Client and the Dealer, and also observance of conditions and restrictions. In the simplified view, for the present regulations, consists from« the Server "and" the Client terminal ».

«**The indicative quotation**» - the quotation on which the Company does not accept the order of the Client.

"**Client**" - legal or the physical person at whom agreements are entered into with the Dealer on fulfilment Trading operations subject to conditions margine trade the agreement with Univell Ltd on lease of the client also is concluded

The terminal.

«**The client terminal**» - software product «**TrendFx Trader 4.xx**» by means of which the Client can receive the information on the auctions on financial markets (in the volume defined by the Company) in a mode of the real

Time to carry out the technical analysis of the markets, to make trading operations, to expose/change/delete Warrants and also to receive messages from the Dealer and the Company. Is in an easy approach on the Company site (<http://www.trendfx.org/download/tx4setup.exe>).>

"**Quoting**" - process of granting to the Client of quotations for settlement of a transaction.

«**The credit shoulder**» is a parity between the sum of the lien and trading operation volume: 1:100, 1:200.

The credit shoulder 1:200 means, that for handling a transaction it is necessary to have on a trading account at the Dealer the sum of 200 times smaller, than an amount of transaction.

"**Rate**" - 1) for currency pair: the unit value of monetary basis expressed in currency of the quotation; 2) for The contract on a difference: the unit value of a base asset expressed in the monetary form

«**Log-file of the Client**» - a file created by the client terminal, which to within a second Records all inquiries and the orders sent by the Client to the Dealer.

«**A server log-file**» - a file created by a server which to within a second records all Inquiries and the orders which have acted from the Client to the Dealer, and also result of their processing.

"**Lot**" - an abstract designation of quantity of shares, the goods, the monetary basis, accepted in a trading platform.

«**The margin for lock items**» - cash security required by the Dealer for opening and maintenance lock items. For each instrument it is indicated in specifications of contracts.

«**Uncommercial operation**» - entering operation on a trading account (removals of money resources from a trading account) or

Operation of granting (return) of the credit.

«**Normal market conditions**» - a market position, satisfying to each of following conditions:

- Absence of significant breaks in receipt of quotations in a trading platform;
- Absence of prompt dynamics of the price;
- Absence of essential price ruptures.
- «**The normal market**» - see «Normal market conditions»

• «**Trading operation Volume**» - product of number of lots for the size of a lot.

"**Warrant**" - the **instructions** of the Client to the Dealer to open or close an item at achievement by order level.

"**Open position**" - result of the first part of the complete finished transaction. As a result of opening of an item the Client has obligations:

- To make the opposite bargain of the same volume;
- To maintain equity not below 20 % of the necessary margin.

«**Market opening**» - resumption of trade after days off, holidays or after a break between Trading sessions.

«**The complete finished transaction**» - consists of two opposite trading operations with the identical In volume (opening of an item and a closing a position): purchases with the subsequent sale or sales with The subsequent purchase

«**A stream of quotations**» - sequence of quotations on each instrument, acting in trading Platform.

"**Item**" is unit of the junior category of a rate.

«**The size of a lot**» - quantity of shares, the goods, monetary basis in one lot, defined in the specification Contracts.

"**Developer**" - the company «MetaQuotes Software Corp.», the developer of a trading platform.

"**Instructions**" - the instruction of the Client to the Dealer on opening/closing a position, placing, removal or Warrant shift in the level.

«**The market conditions which are distinct from normal**» - «the thin market» or «the fast market».

«**A company Site**» - the site of the company possessed to addresses: <http://www.trendfx.org>

"**Server**" - software product MetaTrader Server 4.xx by means of which processing is carried out Client orders and inquiries, granting to the Client of the information on the auctions on financial markets in Real-time (in the volume defined by the Company), the account of mutual debts between the Client and The dealer, and also observance of conditions and restrictions.

"**Adviser**" - algorithm of management of a trading account in the form of the program in specialised language MetaQuotes Language 4, sending inquiries and orders on a server, using the client terminal.

«**The specification of contracts**» - the basic trading conditions (spread, the size of a lot, minimum volume trading operations, a step of change of volume of trading operation, the initial margin, the margin for lock items etc.) for each instrument. This information is to the address: <http://www.trendfx.org/clients/Specification/>>

«**A disputable situation**» - 1) a situation when the Client considers, that the Dealer as a result of the actions or Inactivity has infringed one or several positions of the given regulations; 2) a situation when the Dealer considers, that The client as a result of the actions or inactivity has infringed one or several positions of data

Regulations.

«**A spread**» - the difference expressed in items between quotations Ask and Bid.

"**Ticker**" - the unique identification number pirated in a trading platform each opened

To item or the postponed warrant

«**The thin market**» - a market position, when quotations throughout the long period of time arrive in a trading platform less often, than in normal market conditions. As a rule, such condition

The market it is characteristic for a Christmas vacation, national holidays in countries G7, during the period from 23:00 o'clock (Moscow time) to 3:00 o'clock (Moscow time) etc.

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

"**Trading account**" - the unique personified register of the record-keeping of operations in a trading platform, on Which the complete finished transactions, open positions, uncommercial operations and warrants are reflected.

«**Order level**» - the price indicated in the order.

«**Force-majeur circumstances**» - events which could not neither be expected nor to prevent. As

The rule, it:

- Acts of nature;
- Wars;
- Acts of terrorism;
- Actions of the government, legislative and power executive powers;
- Hacker attacks and other illegal actions concerning servers.

«**The price preceding not market quotation**» - the price of closing of the minute bar preceding a minute bar with not market quotation.

«**Price rupture**» - any of two situations:

- Bid the current quotation it is more Ask than the previous quotation;
- Ask the current quotation it is less Bid than the previous quotation.
- «**Price rupture at market opening**» - any of two situations:
- Bid the quotation of opening of the market it is more Ask than the quotation of closing of the market;
- Ask the quotation of opening of the market it is less Bid than the quotation of closing of the market.

"**Appreciable error**" - opening/closing of an item of the Client or performance of his order by the dealer under the price essentially differing from the price for the given instrument in a stream of quotations at the moment of fulfilment of this action, either any other action or the inactivity of the dealer connected with obviously erroneous definition by it of a price level in the market in a certain point of time.

### 3. THE SERVICES REPRESENTED BY THE COMPANY

3.1. Company services - any interactive programs or the services offered by the Company, which

Allow the Client:

- To contact the Company or the commissioned service provider of the third party;
- To receive the information or quotations from the Company or the commissioned service provider of the third party;
- To make bargains on financial markets, through the Company by means of the trading terminal (software) «TrendFX Trader 4.xx», that includes an electronic transmission of the data transmitted by the Client of the Company by means of the personal house or professional computer, connected by the modem or other system with the authorised data network nominated as the Company, and also to make the technical analysis.

3.2. The client confirms, that the Company can change, add, rename, or keep without Changes of Service the Companies offered according to the present Agreement without the preliminary Advices. The client also confirms, that the Agreement is applied to Services which can be Are changed, added, or are renamed in the future, in addition to those Services which are granted To the client now.

3. Concerning trading operations of the Client the Company carries out only performance, not granting confidential management and not making recommendations. The company can execute the order or inquiry of the Client even in spite of the fact that such trading operation can be unsuitable for the given Client. The company is not obliged, except for the cases indicated in the given Agreement, to trace and inform the Client on the status of its trading operation; to do inquiries about bring margins; to close any open position of the Client. If other specially not in coordination, the Company is not obliged to undertake attempt to execute the order of the Client under quotations more favourable, than offered the Client through a trading platform «TrendFX Trader 4.xx».

4. Company services do not include granting of recommendations, and also granting of the information, capable to motivate the Client on fulfilment of trading operations. On occasion the Company has the right to grant, at own discretion, the information, recommendations and advices to the Client, but in this case it will not bear responsibility for consequences and profitableness of such recommendations and advices for the Client. Saving behind the Company the

right to cancel or close any item of the Client under certain conditions, described in the present Agreement or the Rules, all trading operations made by the Client owing to such inexact information or an error, nevertheless, will hold good and are obligatory for performance, both from the Client, and from the Company.

#### **4. RULES OF WORK WITH CLIENTS .**

##### **4.1. Connection of the client with the Company:**

The company can use for connection with the Client:

- Internal mail of a trading platform «TrendFX Trader 4.xx»;
- E-mail ;
- Phone;
- Fax connection;
- Items of mail;
- Announcements in section of "company News" on the Company Site;

The company will use the requisites of the Client indicated by it at setting up an account. Client is obliged to notify the Company on any changes in the contact information according to rules of the present Agreement.

**4.2.** Any correspondence (documents, announcements, advices, confirmations, etc.) is considered reports Received by the Client:

- after one hour after dispatch on his electronic (e-mail address);
- At once after dispatch by internal mail of a trading platform;
- At once after dispatch by fax;
- Right after telephone conversation completion;
- In 7 calendar days from the moment of the item of mail;
- At once after announcement placing in section of "company News" on a company site.

Every day on e-mail (e-mail) the Client the report on all operations on a trading account for the last days (Daily confirmation) departs. In the end of each month on e-mail the Client the report on all operations on a trading account for the last month (Monthly Statement) departs

Any remarks, and also in case of detection by the Client of an irregularities in the accounts, or absence of the report as that (in case trading operation took place to be), and also any information, concerning customer's accounts, should be issued in written form or in in the form of the electronic document and should contain enough information for problem or error definition and are directed to the Department address on consideration of complaints and disputes according to item 8 of the present Agreement.

3. The company operates exactly following instructions of the Client, given directly the Client or his commissioned representative.

4. By fax following kinds of orders of the Client doing not start:

- On opening/closing a position;
- On placing, removal or shift order level.

5. The proof of facsimile instructions of the Client are pages, printed the Company fax machine.

6. Telephone conversations of the Client with the Company can be written down on magnetic or electronic carriers. Such records are a capital, and are the proof of the orders given by the Client. The regulations of telephone conversations are carried out according to item 9 of the present Agreement.

##### **4.7. Client orders and inquiries**

**4.8.** In the course of fulfilment of trading operations quoting mechanisms «Instant Execution» are used and «Market Watch».

**4.9** Client receives Quotations and independently makes of the decision on return of orders on fulfilment Bargains.

**4.10.** The company has the right to reject inquiry or the order of the Client, if any condition of item **4.11**

The given Agreement it has not been executed at the moment of the termination of processing of such order or the instruction

The company.

**4.11** Conditions to which item **4.10** the following refers:

- The quotation should be granted the Company;
- The quotation should not be "indicative", be an appreciable error and to be not market;

- If the Client has received the quotation through the client terminal or by phone the order of the Client should be given during that time while the quotation is valid;
- The company should receive the instruction of the Client until when the telephone conversation or Internet connection are interrupted as a result of the circumstances which are beyond the control of the Company;
- In case of opening of an item the size of the free margin should exceed the required size of the initial margin concerning the given item;
- There should not be a force-majeur circumstance;

**4.12.** The client order given by means of the client terminal, generally, passes following stages:

- The client gives the electronic order;
- The client terminal sends inquiry or the order about a server;
- In the presence of stable connection between the client terminal and a server the order of the Client acts on a server and passes check on a correctness;
- If the order of the Client correctly, it is located in turn, on receipt time;
- Orders, in that case in a window «Order» the client terminal the current status of processing of the order is reflected: «Order is accepted»;
- The order of the Client is transmitted on processing дилеру<sup>1</sup>, thus in a window «Order» the client terminal the status of processing of inquiry or the order is reflected: «Order is in process»;
- as a result of processing by the dealer the client order acts on a server;
- Further the server directs results of processing to the client terminal;
- In case of stable connection between the client terminal and a server the first receives results of processing of client inquiry or the order.

**4.12.** To cancel sent before the order the Client can only while the inquiry or the order are In turn also have the status «Order is accepted». In that case the Client should press the button «Cancel order».

If orders have acted to the dealer for processing and have the status «Order is in process» , the Client cannot cancel such orders or inquiries.

**4.13.** Time necessary for processing of client inquiry and the order depends on a communication quality between The client terminal and server, and also from a market position. In normal market conditions time Processings of inquiry or the order of the Client are made usually with 2-15 seconds. In market conditions, excellent From normal, time of processing of client inquiries and orders can increase (as a rule, to 20 40 seconds). Thus each client inquiry or the order, placed in turn on processing, has Final waiting time 3 (three) minutes. If during this time the inquiry or the order were not Are transmitted the dealer they automatically leave from turn as lost an urgency.

**4.14.** The inquiry of the Client deviates the Dealer in cases:

- At market opening if the Client makes inquiry before receipt of the first quotation in a trading platform. In such cases in a window of the client terminal it is possible to read the message "Trade it is forbidden".
- Under the market conditions which are distinct from the normal;
- When on item opening on required volume at the Client not enough the free margin. In such cases in a window of the client terminal it is possible to read the message «Not enough money».
- If at the given Client recently the parity of quantity of the given orders to finished bargains stably exceeds 10 (ten) orders on one trading operation;

**4.9.** A permanent asset of return of orders the Client to the Dealer is the client terminal. Also the Client has the right to give orders by means of telephone service through the operator of the Company, but only in a case if it is impossible to give such order from the client terminal for technical reasons; thus the Client is obliged to observe item 9 «telephone conversation Regulations».

## **5. TRADING OPERATIONS.**

### **5.1. Item carrying over next day**

Process of charge of swaps on open positions begins at 23:59:00 till on time of a trading platform, and the swap will be without pay added on all items which remained opened during the period from 23:59:00 till on time of a trading platform.

### **5.2 Spread**

In the absence of force-majeur circumstances the Dealer supports the fixed spread indicated in the specification of instruments. Will familiarise with current spreads it is possible on the Company site in section: <http://www.trendfx.org/clients/Specification/> the Spread can be increased:

- For all Clients at approach of force-majeur circumstances;

- For all Clients with obligatory preliminary modification of the specification on the Company Site.
- For all Clients with the prior notification by internal mail of the terminal, at approach of the circumstances connected with change market.

### 5.3. The margin

Responsibilities of the Client include entering and maintenance of the initial margin and-or hedged margin in the size established by the Company. Such sums should be only in the form of the money resources transferred to the Companies, further transferred to a trading account of the Client.

1

Depending on time which is required to dealers on processing of inquiry or the order of the Client, there can be a situation when end of processing of inquiry or the order of the Client will be fixed in server broad gulls-files by later time, than result of processing of inquiry or the order which were standing in a queue later.

**5.3.1.** The initial margin and-or hedged margin is paid by the Client at the opening to an item.

The size of the initial margin and the necessary margin or hedged margin for each instrument is indicated in the specification of instruments.

**5.3.2.** Subject to alteration the size of the initial margin or hedged margin the Company undertakes previously To update the specification on the Company Site.

3. In case of force-majeur circumstances, the Company has the right to change the size of the initial or necessary margin or hedged margin without the prior notification of the Client.

4. The company has the right to apply item 5.3.2 and item 5.3.3 both in relation to already open positions, and under the relation to again opened items.

5. The client undertakes to watch independently level of the necessary margin on the trading account.

6. In case equity will fall below 15 % of the necessary margin, the Company has the right to close any item without the preliminary consent of the Client and without the prior notification.

### 5.4. Item opening

Item opening on purchase happens at the price of Ask. Item opening for sale happens at the price of Bid. The Closing a position on purchase (i.e. sale) occurs at the price of Bid. The Closing a position for sale (i.e. purchase) happens at the price of Ask. At order giving on item opening in obligatory parametres are:

- The instrument name;
- Trading operation volume.

About change of the list of quoted currencies the Company undertakes to warn the Client 7 (seven) days prior to modification through mail of the client terminal or through a site in section «Company News»

To open items through the client terminal without use of the adviser, the Client should press button "Buy" I or «Sell» I while the prices of its Dealer arrange.

To open an item through the client terminal with use of the adviser, the order about trading operation fulfilment under the current quotation is generated.

#### 5.4.1. Processing of instructions on item opening

##### 5.4.1.1 Processing of instructions on opening of items with use of technologies «Instant Execution»

At the moment of receipt on a server of the instructions of the Client on item opening there is an automatic check of a condition of a trading account, whether there is a free margin for an opened item:

- The new item in the list of open positions is virtually added;
- The new size of the necessary margin is defined and the cumulative client item is recalculated:
  - For lock items - starting with «hedged margin»;
  - For lock items - starting with «initial margin», expected on a mean price нелокированных items;
- the free margin «virtual free margin», thus floating profits/losses on all settles up

To open positions are evaluated under current quotations;

If:

- 1) «virtual free margin» more or it is equal to zero, the item opens. In a server log-file corresponding entry is made;
- 2) «virtual free margin» there is less than zero, for the dealer the right not to open an item is saved, and in a server broad gull-file corresponding entry with the comment «no money» («not enough money») is made.
- 3) If at the moment of processing by the dealer of the order of the Client the current quotation on the instrument was changed, the dealer has the right to offer the new price. In this case there will be a

requoting window «Requote»<sup>2</sup>. The client, wishing to open an item for again suggested price, should within 3 seconds while the quotation remains actual, to answer «Ok». In this case the order acts again on a server and passes all stages and the checks indicated above. If during time while the quotation is actual, the Client does not accept the new price, it is equivalent to failure of settlement of a transaction.

<sup>2</sup> If significance of the maximum deviation, is established distinct from zero and a difference between the initial and new quotation offered by the dealer, less or is equal to a preset value of the maximum deviation the server does not send the new quotation on the client terminal, and opens an item. Thus, the opening price in the set range, can be both is worse, and it is better than the initial quotation

Record occurrence in a server broad gull-file about item opening, says that the inquiry of the Client is processed also an item is opened.

Each open position in a trading platform the ticker is pirated.

The instruction on the opening of the item which have acted on processing before occurrence of the first quotation in a trading platform on opening of the market, will be rejected by the Dealer. In that case in a window of the client terminal there will be a message «There is no price» / «Trade is forbidden». In case of erroneous processing by the Dealer of the order of the Client on opening of an item at the price of the previous day closing, the Dealer has the right to cancel such trading operation. In that case the Dealer contacts the Client and notifies him on it.

#### **5.4.1.2 Processing of orders on opening of items with use of technologies «Market Watch»**

At the moment of receipt on a server of the instruction of the Client on item opening there is an automatic check of a condition of a trading account, whether there is a free margin for an opened item:

- The new item in the list of open positions is virtually added;
- The new size of the necessary margin is defined and the cumulative client item is recalculated: for lock items - starting with «hedged margin»,  
For not lock items - starting with «initial margin», expected on a mean price not lock items;
- the free margin «virtual free margin», thus floating profits/losses on all settles up

To open positions are evaluated under current quotations;

If:

- 1) «virtual free margin» more or it is equal to zero, the item opens. In a server broad gull-file corresponding entry is made;
- 2) «virtual free margin» there is less than zero, for the dealer the right not to open an item is saved, and in a server broad gull-file corresponding entry with the comment «no money» is made.

Record occurrence in a server log-file about item opening, says that the inquiry of the Client is processed also an item is opened. The technology of performance of orders «Market Watch» does not guarantee accuracy of the declared prices. The item opening price can be better or worse than the price requested by the client.

Each open position in a trading platform the ticker is pirated.

The order on the opening of the item which have acted on processing before occurrence of the first quotation in a trading platform on opening of the market, will be rejected by the Dealer. In that case in a window of the client terminal there will be a message «There is no price» / «Trade is forbidden». In case of erroneous processing by the Dealer of the order of the Client on opening of an item at the price of the previous day closing, the Dealer has the right to cancel such trading operation. In that case the Dealer contacts the Client and notifies him on it.

At opening of warrants on technology «Market Watch» the Client cannot exhibit the orders «Stop-Loss» and «Take - profit». Exhibiting of these orders happens by open position updating.

#### **5.5. A closing a position**

Closing a position by means of the client terminal, the Client should indicate following obligatory parametres:

- Ticker of a closed item;
- Trading operation volume

To close an item by means of the client terminal without use of the adviser, it is necessary for Client to press the button «Close » while the prices of its Dealer arrange.

To close an item by means of the client terminal with use of the adviser, the order on a closing a position under the current quotation is generated

#### **5.5.1. Processing of orders on closing of items with use of technologies «Instant Execution»**

If at the moment of processing by a server of inquiry or the order of the Client the quotation was changed, the server will offer new price Bid/Ask. In this case there will be a new window of requoting «Requote» with the new prices if the

Client agrees to make the bargain for again suggested prices, he should press in a current of 3 seconds button "OK" in a requoting window.

If in a log-file there was a record about a closing a position, it means, that the Order of the Client on a closing a position is processed.

In case the Order on a closing a position has arrived on processing before occurrence of the first quotation in a trading platform at market opening, such Order will be rejected by the dealer. In a window of the client terminal there will be a message «There is no price». The dealer has the right to cancel trading operation, in a case if the Dealer wrongly processes the order of the Client on a closing a position at the price of the previous day closing. In that case the Dealer contacts the Client and notifies him on it.

#### **5.5.2. Processing of orders on closing of items with use of technologies «Market Watch»**

If in a log-file there was a record about a closing a position, it means, that the instruction of the Client on a closing a position is processed.

In case the instruction on a closing a position has acted on processing before occurrence of the first quotation in a trading platform at market opening, such instruction will be rejected by the dealer. In a window of the client terminal there will be a message «There is no price». The dealer has the right to cancel trading operation, in a case if the Dealer wrongly processes the order of the Client on a closing a position at the price of the previous day closing. In that case the Dealer contacts the Client and notifies him on it.

The technology of performance of orders «Market Watch» does not guarantee accuracy of the declared prices. The closing a position price can be better or worse than the price requested by the client.

### **5.6. COMPULSORY CLOSING OF ITEMS**

**5.6.1.** At level Margin level less than 30 % on the customer's account come margin call. The company has the right, but not Is obliged to close items of the client. The decision on closing of items starts the Dealer.

The company has the right to compulsory closing of open positions of the Client without the prior notification last if the current condition of a trading account (equity) is less than 15 % of the necessary margin on maintenance of open positions.

**5.6.2.** The server supervises a current status of account and, in case of performance of a condition

**5.6.1** generates

The order on a compulsory closing a position (stop out). Stop out it is executed for a current market price in Order of the general turn with orders of Clients. In a server broad gull-file there is a message about Compulsory closing a position with the comment «stop out».

In the event that at the Client open some items, the first closes an item with the greatest floating losses.

**5.6.3.** In the event that after compulsory closing on the customer's account there is an adverse balance, The company charges on a trading account indemnification, balance it is possible to zero, reimbursing The negative loss.

**5.6.4.** Under contracts on a difference on futures in day of the expiration of the contract (day of the expiration of the contract is indicated in

Specifications of instruments on the Company site <http://www.trendfx.org/clients/Specification/>) happens

Compulsory closing of all open positions and the postponed warrants for the last market price trading Sessions.

## **6. THE DESCRIPTION OF THE PENDING ORDERS OF THE TRADING TERMINAL «TRENDFX TRADER 4.XX»**

**6.1** Client has the right to direct the Companies trading orders (demands or orders) following types:

- **Buy Stop** - "purchase" on currency pair; Stop - means, that the bid at the price of higher, than flowing on the market (for purchase) is exhibited;
- **Buy Limit** - "purchase" on currency pair; Limit - means, that the bid at the price of lower, than flowing on the market (for purchase) is exhibited;
- **Sell Stop** - "sale" on currency pair; Stop - means, that the bid at the price of lower, than flowing on the market (for sale) is exhibited;
- **Sell Limit** - "sale" on currency pair; Limit - means, that the bid at the price of higher, than flowing on the market (for sale) is exhibited.

**6.2.** For closing before open positions the following standard in the currency market is used

Symbols of demands:

- **Stop Loss** - the **PENDING ORDERS** which is established for restriction of negative result on any concrete open position.
- **Take Profit** - the **PENDING ORDERS** which is put for fixing of positive result on any concrete open position.

**6.3.** The client has the right to cancel to (cancel) any demand till the moment of its performance, except those cases, when

At the moment of cancellation the demand price gets in the Spread.

#### **TIME OF ACTION OF ORDERS**

**6.4.** Placing, updating or removal of orders by the Client are possible only during this period, when trade on the given instrument it is allowed. Trading hours for each instrument are indicated in specifications Instruments.

All pending orders, and also orders Stop Loss and Take Profit for financial instruments have status GTC («Good Till Cancelled» / «Active before cancellation») and starting for uncertain time.

For contracts on a difference of share price of the warrant operate before the termination of a current trading session («Orders per day»). The client has the right to limit itself warrant period of validity in the certain afternoon, having established in the field «Expiry» concrete date and time.

#### **PERFORMANCE OF THE POSTPONED WARRANTS**

**6.5.** At the moment of giving by the Client of the order on placing of the postponed warrants should be

Following obligatory parametres are indicated:

- The instrument name;
- Volume;
- Order type (Buy Stop, Buy Limit, Sell Stop, Sell Limit);
- Order level.

**6.6.** The company has the right to reject the order in following cases:

- If is absent or significance of one or several obligatory parametres is incorrectly indicated;
- If significance of one or several unessential parametres is incorrectly indicated.
- Thus in case of placing of the postponed warrant through the client terminal without use of the adviser error message will be issued: «Invalid S/L or T/P»

**6.7.** At the moment of giving by the Client of the order on placing of orders Stop Loss and Take Profit on the opened Item following parametres should be indicated:

- an open position ticker on which the given orders are exhibited;
- Level Stop Loss of the order. Significance 0.0000 means, that Stop Loss is not exhibited (or leaves, if it has been exhibited earlier);
- Level Take Profit of the order. Significance 0.0000 means, that Take Profit is not exhibited (or leaves, if it has been exhibited earlier).

At wrong significance of one or several parametres the order will be rejected also the button «Modify ...» remains inactive.

8. More close certain number of items to a current market price orders of all types cannot be placed. The minimum distance in items from level of the placed warrant to a current price (level of the postponed warrant) on each instrument is underlined in the specification of instruments on the Company site.

9. Levels of orders «Stop Loss» and «Take Profit», and also levels of the placed postponed warrants on an open position should be correctly positioned concerning a current market price at the moment of order receipt on a server and at the moment of processing by the dealer with allowance for item 6.8 restrictions:

- Order **Sell Stop** - is located in turn on performance while price Bid in a stream of quotations becomes equal or smaller order level;
- Order **Buy Stop** - is located in turn on performance while price Ask in a stream of quotations becomes equal or more order level;
- Order **Sell Limit** - is located in turn on performance while price Bid in a stream of quotations becomes equal or more order level;
- Order **Buy Limit** - is located in turn on performance while price Ask in a stream of quotations becomes equal or smaller order level;
- Order **Take Profit** - on an open position on purchase when price Bid in a stream of quotations becomes equal or more order level;
- Order **Stop Loss** - on an open position on purchase when price Bid in a stream of quotations becomes equal or smaller order level;
- Order **Take Profit** - on an open position for sale when price Ask in a stream of quotations becomes equal or smaller order level;
- Order **Stop Loss** - on an open position for sale when price Ask in a stream of quotations becomes equal or more

order level.

- The order «Stop Loss» on the **pending order** «Buy Limit» or «Buy Stop» should be placed below level of the **pending order**;
- The order «Stop Loss» on the **pending order** «Sell Limit» or «Sell Stop» should be placed above level of the **pending order**;
- The order «Take Profit» on the **pending order** «Buy Limit» or «Buy Stop» should be placed above level of the **pending order**;
- The order «Take Profit» on the **pending order** «Sell Limit» or «Sell Stop» should be placed below level of the **pending order**.

**6.10.** Performance of orders in case of occurrence of price ruptures is defined by following rules:

- The **pending order** at which level of opening and **Take Profit** have got to price rupture, is cancelled with a mark in the comment [cancelled/gap];
- Order **Take Profit**, which level is in price rupture, is executed under the price indicated in the warrant. Thus in the warrant comment the mark [tp/gap] is finished;
- Order **Stop Loss**, which level is in price rupture, is executed under the first price after price rupture. Thus in the warrant comment the mark [sl/gap] is finished;
- Postponed orders **Buy Stop** and **Sell Stop** are executed under the first price after price rupture. Thus in the warrant comment it is finished [started/gap];
- Postponed orders **Buy Limit** and **Sell Limit** are executed under the price declared in them. Thus in the warrant comment it is finished [started/gap].

Orders are located in turn on performance in ascending order ticker numbers in the event that some warrants get to price rupture.

In some cases, at small price ruptures, orders can be executed in a usual mode under the prices indicated in them.

11. To each pending order the ticker is pirated.
12. The warrant is considered executed after occurrence of corresponding record in a server broad gull-file.
13. In a case if the current quotation in the course of order processing will reach such level at which one of the conditions regulated by item **6.8, 6.9** will be infringed, at least, **6.10** for the Dealer the right to reject the order on order placing is saved.
14. Under usual market conditions, minimum distance on which it is possible to exhibit the warrant to equally doubled spread of traded currency. 10 minutes prior to the termination of the auctions, and also 10 minutes prior to an exit of significant political news and the important indicators of macroeconomic statistics level the minimum distance on which it is possible exhibit the warrant can to be increased to 5 spreads.

**6.15.** Reception of the **pending orders** can be terminated 3 minutes prior to an exit of the significant political News and the important indicators of macroeconomic statistics.

#### UPDATING AND REMOVAL OF ORDERS

**6.16.** At the moment of giving by the Client of the order on updating of parametres of the **pending orders** (level of the **pending order** , Stop Loss and Take Profit on the given **pending order** ) the following should be indicated

Parametres:

- Ticker;
- Order level;
- Level Stop Loss of the oder. Significance 0.0000 means, that Stop Loss is not exhibited (or leaves, if it has been exhibited earlier);
- Level Take Profit of the order. Significance 0.0000 means, that Take Profit is not exhibited (or leaves, if it has been exhibited earlier).

The company has the right to cancel the order in case wrong significance of one or several parametres, in that case button "Modify" remains inactive.

**6.17.** At the moment of order giving on updating of warrants Stop Loss and Take Profit on an open position The client following parametres should be indicated:

- Open position ticker;
- Level Stop Loss of the order. Significance 0.0000 means, that Stop Loss is not exhibited (or leaves, if it has been exhibited earlier);
- • level Take Profit of the order. Significance 0.0000 means, that Take Profit is not exhibited (or leaves, If it has been exhibited earlier).

The dealer has the right to cancel the order in case wrong significance of one or several parameters, in that case the button «Modify ...» remains inactive.

**6.18.** At the moment of order giving the ticker should be indicated removal of the **pending order** by the Client  
The deleted order.

19. At the moment of occurrence in a broad gull-file of a server of record about updating or warrant removal, the order of the Client on updating or warrant removal is considered processed, and the warrant is modified or removed.

20. The dealer has the right to reject the order on updating or order removal in the event that it will act on processing before occurrence of the first quotation in a trading platform at market opening. In a case if the dealer will wrongly process the order of the Client, updating or warrant removal can be cancelled, thus by internal mail the Client will receive the advice.

If in the course of processing of the order the current price reaches level of the warrant and-or the warrant already is on performance, the Dealer has the right to reject the order on updating or warrant removal.

## 7. Intellectual property

**7.1.** Concerning those Services of the Company for which the Software is granted, the Company

Grants the Client the inexpressible licence for reception and use of the software,

Exclusively in connection with personal use of services of the Company subject to the conditions

Agreements. The client confirms, that the Company and its providers (suppliers of access devices and data),

Have exclusive competences of the proprietor to the Software and the systems used in

Communications with Company Services.

2. The client recognises, that the trading platform is intellectual property of developers, and significant intellectual resources, financial assets, time have been expended on its working out and efforts.

3. The client agrees:

- Not to do copies, to modify, decompile, conduct block diagramme and algorithm studying, to transform a trading platform or character of its work.
- To use the software, Company services only for personal use
- Not to transmit the software, services of the Company either any other information or the messages extended by the Company hereunder, to the third parties.

## 8. A CONSIDERATION AND ARBITRATION ORDER AND DISPUTES UNDER BARGAINS.

**8.1.** In case of occurrence of a disputable situation the Client has the right to present the Companies the claim. Claims

Starting within 2 (two) working days from the moment of occurrence of the bases for their presentation.

The claim should be issued in the form of the electronic letter (e-mail) and is sent on the official electronic addresses published on the Site of the Company. The claims presented in other format (at a forum, by phone etc.), to consideration doing not start.

**8.2.** The claim of the Client should contain:

- Surname, Name, Patronymic of the Client;
- Account number;
- Date and time of occurrence of a disputable situation;
- Ticker of a disputable item or the warrant;
- The description of the claim without an emotional estimation, without application of not standard lexicon, and also offensive statements to the Dealer or the Company;

The company reserves the right to reject the claim if it does not satisfy to the above-stated conditions.

### **8.3. An information source for consideration of claims**

The server log-file is the basic information source by consideration of a disputable situation. The information which is in a broad gull-file of a server, has an unconditional priority in relation to other arguments by consideration of a disputable situation, including in relation to the information which are in a broad gull-file of the client terminal.

If in a server broad gull-file there is no the corresponding record confirming intention of the Client, it is a claim ground

of nullity.

**8.4.** Term of consideration by the Company of the claim of the Client no more than 5 (five) working days.

The company, in case of meeting the claim of the Client reasonable, satisfies the claim with exclusively financial charge on a trading account of the Client within one working day, thus the mental cruelty and the half-received profit is not reimbursed (in a case if the Client had intention to make any action, but has not made it for any reason).

## 9. REGULATIONS OF TELEPHONE CONVERSATIONS

**9.1.** The client has the right to give orders by means of telephone service through the operator of the Company, but only in Case if it is impossible to give such order from the client terminal for technical reasons.

The client and the Company recognise, that the orders which have been told by phone, have legal validity of the bargains concluded in writing.

**9.2.** Auntefication (i.e. authenticity acknowledgement) the Client and its authorised persons at an exchange

By messages by phone it is made by means of an account number (login) and the password in a following order:

- After connection with the Company by phone the Client should name an account number (login) and the password earlier registered by the Company.
- Auntefication it is considered finished successfully if the password named the Client corresponds to data, хранимым in the Company database that is orally confirmed with the authorised employee of the Company.

Reception by the Company of demands by phone will be considered taken place at observance of following conditions:

- Demand transfer is preceded by procedure auntefication an authorised person;
- Essential parametres of the Bargain are repeated (are said aloud) by the authorised employee of the Company after the Client;
- The client right after repetition of essential parametres of the Bargain by the authorised employee of the Company has confirmed the demand by pronouncing of any of following words: "Yes", **I "Confirm", "Agree", "Bargain"** or other word unambiguously confirming the consent.

3. The message is considered accepted by the Company at the moment of pronouncing of a confirming word by an authorised person of the Client. Accepted that demand which text was said by the commisioned employee of the Company will be considered. If the message is repeated incorrectly the Client should interrupt the commisioned employee of the Company and repeat the message anew

4. After successfully conducted auntefication and till the moment of rupture of connection all messages accepted by the Company are considered as messages and the orders confirmed with the Client, and the messages directed by the Company, as accepted by the Client. In the course of an exchange of messages, including procedure auntefication, the Company conducts a conversation recording with use of own means.

**9.5.** Use of words and the turn-overs having ambiguous interpretation, and also slang expressions and Speech turn-overs, it is not supposed, except for the terms resulted in the text of the present Rules

### The contents of telephone conversations

**9.6.** The client has the right to learn a status of account (i.e. a cash balance on the Account, availability of open positions,

The exhibited demands and Balance of the Account). The information on the person of the account holder by phone not

It is granted

7. The information on a price level is granted by telephone inquiry of the Client on concrete instruments in the form of one of significances - bid, ask. The Price level serves as the help information for Clients and is not a firm quote for fulfilment of Bargains. The employee of the Company has the right to delay the answer to inquiry of a price level in a situation, when the prices for an inter-bank market sharply vary (in cases of an exit of economic indicators, news, crisis and force-majeur situations, spot interventions, etc.) or in case of fulfilment of Bargains with other Clients

8. Bargains are carried out by phone after inquiry by the Client of the Quotation on the concrete instrument. At inquiry of the quotation the Client names interesting his **instrument and Bargain volume**. After that the employee of the Company is obliged to give the bilateral quotation (Spread) according to volume of the requested currency pair

**9.9.** After reception of the quotation the Client has the right to refuse settlement of a transaction, having said a phrase «**without Bargains**».

**9.10.** After reception of the quotation the Client has the right to name the Bargain direction (**buy, sell**) for it Fulfilment. If the Client expresses intention to make the Bargain the employee of the Company pronounces all Parametres of the Bargain also brings it in the «TrendFx Trader 4.xx», and the Client should confirm the Bargain With word pronouncing **I "confirm"**.

**9.11.** If after reception of the quotation the Client does not make the Bargain immediately, the commisioned employee of the Company has the right to give at change of a market situation to the Client the new Quotation, before it having said

a word "**cancellation**".

12. If the Client has not made of the immediate decision on the Bargain, after phrase pronouncing «**my risk**» he can short time (till 20 seconds) to expect change of the prices in this or that party and again to request the Quotation. After a phrase the Quotation is considered «my risk» become invalid for a firm proposal, and for settlement of a transaction the Client is obliged to receive again the Quotation, thus, if the Quotation price was changed in the adverse party, the Client has not the right to require settlement of a transaction under the previous Quotation.

13. By phone the Client has the right to deliver the demand without inquiry of the Quotation. In this case, after authorisation procedure, the Client names essential **parametres of the Bargain and demand type (stop-loss or take profit)**.

**9.14.** If the Client has finished the planned operations, it is obliged to designate the conversation termination, for example Phrase «**thanks, good-bye**» or other polite phrase, letting know, that conversation is finished. If after Fulfilment of operations the Client, not finishing conversation, does a significant pause, the employee of the Company has the right

Itself to designate the termination of conversation by a polite phrase, for example "**good-bye**".

**9.15.** The allocated phrases of the present section are obligatory requisites of a telephone conversation Between the Client and the employee of the Company. At any deviation from the rules indicated in the present section Realisations of telephone conversations from the Client the employee of the Company has the right to interrupt conversation.

**9.16.** Telephone conversation interruption for technical or any other reason after the Client Has expressed intention to make operation, but has not had time to finish conversation, according to indicated in The present section rules, cannot serve as the reason for failure of such operation or for its cancellation.

## **10. INPUT-OUTPUT OF MONEY RESOURCES**

**10.1.** Monetary accounts between the Company and the Client are made by bank remittances or in

Payment systems which are presented in the Office of the trader.

The client can remove money from the account in payment systems in which the conclusion in the Office of the trader is possible.

All sums of transfers made in US dollars, are paid into a trading account of the Client in full.

All sums of transfers made in roubles of the Russian Federation or in other native currencies, are paid into a trading account of the Client in full. The paid sum automatically is converted in standard units. One standard unit is equated to one US dollar at date of receipt of money resources on settlement accounts or the Internet - Company purses at an internal rate of the Company.

**10.2.** The client agrees the internal order of the Company in a part, concerning terms of transfer and Writing off of money resources:

**10.2.1.** Input of means for a trading account of the Client

- If the Client has transferred money resources into account the Companies by bank remittance input is made within three working days from the moment of receipt of means to account of the Company;
- If the Client has transferred money resources into account the Companies on payment systems input is made within one working day from the moment of receipt of means the Company Internet purse;

**10.2.2.** A conclusion of means of the Client from a trading account of the Client:

- it is made within three bank days from the date of reception by the Company of the application of the Client about a conclusion

Means from a trading account of the Client;

**10.3.** Payment of bank commissions or the commissions of other payment systems at input and output of means, It is carried out directly by the Client and-or at his expense from an amount of transfer:

- At transfer of means by the Client of the commission are nominated as the banks participating in accounts on a transfer of funds on settlement accounts, including corresponding banks;
- At transfer of means by the Company to the currency bank account of the Client from an amount of payment the commission of bank of the sender for one transfer of currency at a rate of 30 (thirty) US dollars is kept;
- In case of instructions of the doubtful or partial data which have entailed repeated transfer of means for the currency account of the Client the bank commission at a rate of 100 (hundred) US dollars is kept;
- At transfer of means by the Company to Internet purses of the Client from an amount of transfer the commission of payment systems is kept;

**10.4.** At own discretion the Company has the right to give up to the Client in a conclusion of means in the payment system chosen by it. In that case the Client has the right to introduce money resources in other payment system, in coordination with the Company, or to the bank account in roubles or US dollars. Thus

The complete name, indicated at trading account registration, should coincide with a name of the holder of the bank

account.

**10.5.** The client agrees, that money resources of the Client are stored by the Company on own bank or trading accounts on which operations on hedging of bargains of Clients are made.

**10.6.** The conclusion or return of money resources of the Client is made on the settlement account or the Internet - purses of the Client, indicated in the Questionnaire of the Client. Thus the Company has the right to require of the Client of acknowledgement of reality of data, indicated at trading account registration. For this purpose the Company can at any moment ask to grant the Client an electronic copy of the passport or a copy certified notarially (at the discretion of to the Company)

**10.7.** In case the client has transferred money into account the Companies on payment systems, and the conclusion of means requires to make by means of bank remittance on the settlement account of the Client, the Company makes such conclusion only in the event that the holder of the Internet purse of the Client and the settlement account of the Client is one person.

**10.8.** If at trading account replenishment different payment systems the conclusion of money resources is carried out through these payment systems in that proportion in which input of means has been carried out were used.

## **11. FORCE-MAJEUR**

**11.1.** Force-majeur circumstances include (not being limited):

- any action, event or the phenomenon (including, but, not being limited to it, any strike, mass Disorders or civil excitements, acts of terrorism, flooding, extraordinary Meteorological conditions, earthquakes or fire, wars, revolts, labour disputes, unfortunate Cases, actions of the government, malfunction of communication or failures of a food, breakage of the equipment or Program malfunction, etc.) which in the reasonable opinion of the Company, has led Market desorganization or the markets of one or several instruments;
- interruption of business, liquidation or closing of any market or absence of any event, On which the Company bases quotations, or introduction of non-standard terms of trade on any The market or concerning any such event.

**11.2.** The company, having for this purpose good causes, has the right to define borders of approach of the force-majeur Circumstances. At approach of force-majeur circumstances the Company properly will undertake Corresponding steps for the prevention of the Client of approach of such circumstances.

**11.3.** The client agrees, that the Company or any third party which is carrying out granting of Services The companies, does not bear responsibility for any loss or a damage which is growing out of the force-majeur Circumstances.

**11.4.** In case of approach of force-majeur circumstance, the Company has the right (without infringement of other rights The companies according to the present Agreement and Rules) without the preliminary written Advices and at any time to undertake any of steps:

- To increase margin requests;
- To close any or all open positions under such price as which the Company it is reasonable considers fair;
- To suspend or change application of one or all positions of the present Agreement while availability of force-majeur circumstance does impossible observance of these positions by the Company;
- To undertake or not to undertake any actions concerning the Company, the Client and other Clients if the Company on good causes considers it expedient at data of circumstances ah;
- To revise a finance result of all bargains of the Client getting under force-majeur circumstance, by change of the prices of opening/closing or complete cancellation of bargains.

## **12. PERIOD OF VALIDITY OF THE CLIENT AGREEMENT**

1. The present Agreement comes into force from the moment of its signing by the Client both is permanent and extends separately and on the customer's accounts all together opened in the Company.

2. The present Agreement terminates the action in a case:

**12.2.1.** Expressions of one of the desire Parties to terminate the present Agreement:

- In case of complete removal of money resources by the Client from the trading account which involves the termination of the relations regulated by the Agreement;
- In case of infringement by the Client of the conditions indicated in the Agreement, the Company has the right to terminate the present Agreement unilaterally, having warned the Client about such cancellation and having returned in Complete volume money resources of the Client who is on his trading account, at the moment of Agreement

cancellation.

**12.2.2.** In case the Company phases down, regulated by the Agreement:

- The company warns the Client one month prior to such closing;
- The company pays to the Client money resources of the Client who is on a trading account at the moment of closing;

**12.2.3.** In case of death of the Client:

- The chose in possession of removal of money resources from a trading account of the Client passes to successors of corresponding turn or heir-by-wills;
- The right of use of a trading account of the Client and the right of realisation of operations on financial markets by right of succession is not transmitted.

**12.3.** The client agrees, that the Company reserves the right under own discretion to suspend Or to terminate in full or in part access of the Client to Services of the Company with the prior notification

In case of periodic use by the Client of defects of the software and system

Automatic quoting. In that case the present Agreement is considered terminated since the moment Notices of termination of services to the Client.

**12.4.** The client agrees, that the Company reserves the right under own discretion to suspend

Or to terminate in full or in part access of the Client to Services of the Company without the prior notification

In case of insufficiency of means of a trading account of the Client. In that case the present Agreement is considered Terminated from the moment of the termination of granting of services to the Client.

**The Client confirms with the signature, that has read the Client Agreement and prisoners in it rules of processing and performance of client orders and the advice of risks. Thus, the Client is notified and realises all kinds of risks stated in the above-stated document.**

**Client / Клиент**

Address / Адрес: \_\_\_\_\_

\_\_\_\_\_

Passport / Паспорт: \_\_\_\_\_

\_\_\_\_\_

Phone / Телефон: \_\_\_\_\_

e-mail: \_\_\_\_\_

SIGNED by / Подписано \_\_\_\_\_

**Company/ Компания**

**Beneficiary/Получатель** : UNIVELL LTD,  
P.O.BOX 3321, Drake Chambers,Road Town,  
Tortola, British Virgin Islands

**Account/ № счета** LV74LATB0006020099978

**Beneficiary's bank: / Банк получателя:**

NORVIK BANKA, Riga, Latvia,

**SWIFT:** LATBLV22

**Intermediary Bank/ Банк - корреспондент:**

JPMORGAN CHASE BANK, N.A., New York,  
USA

**Beneficiary's bank account:** 400809249

**SWIFT:** CHASUS33

SIGNED by / Подписано \_\_\_\_\_