

## **APPENDIX No. 1:**

### **Regulations for Trading Operations on Esperio Invest account**

#### **1. Terms and Definitions**

**Balance** shall mean the amount of money on the Client's trading account excluding open positions; the state of a trading account including all closed positions and all non-trading operations.

**Dividends (adjustment for dividends)** shall mean a non-trading operation performed by the Company in order to accrue/withdraw dividends with a long/short opened position for stock CFDs as of the day of shareholder register recording.

**Available Market Price** shall mean a quote, at which the Company executes the Client's order. Reliability of a quote is defined solely by the Company based on the market data received from liquidity providers and counterparties.

**Closing of Position** shall mean a trading operation of selling (buying) of a financial instrument by the Client in the volume defined by the Client/his Agent for the purpose of repayment of obligations under an earlier Opened Position and fixation of the financial result.

**Quote** shall mean indicative information on the current rate of the instrument shown in the form of Ask and Bid prices.

**Leverage** shall mean the maximum possible ratio between marginal requirements necessary for the opening/maintaining of an open position and the volume of the trading operation/position, which is defined by the settings of the Client's trading account.

**Log-file** shall mean a part of the Company server meant to record the data transferred by the Client and the Company to each other in the course of trading and non-trading operations.

**Lot** as related to these Regulations shall mean, standardized trading volume of the performance of trading operations on an instrument. Nominal volume of one lot shall be indicated in the specification on the website and/or in the trading platform.

**Margin Requirements (Margin)** as related to these Regulations shall mean an amount of funds blocked on the Client's trading account in order to maintain all of its open positions. Marginal Requirements for each instrument are specified on the Company website and are indicated on the Company server.

**Initial Margin Requirements** shall mean the amount of free funds on a trading account that is required for opening a position.

**Unrealized (Floating, Current) Financial Result** shall mean financial result of open positions with the current cost of instruments, considering accumulated swaps.

**Non-market Quote** shall mean a quote that is admittedly erroneous and recognized by the Company as such due to the fact that it does not reflect the current market value of the sought asset, and differs significantly from this value. The Company has the right to unilaterally and without prior notice delete the information about non-market quotes from all databases of all trading servers. All trading operations executed at non-market quotes are subject to cancellation, and pending orders accepted for execution are subject to cancellation and deletion.

**Non-Trading Operations** shall mean operations that are not related directly to the performance of trading operations:

- depositing/withdrawal of funds from the Client's account;
- adjustment for dividends;
- compensations and balance adjustments related to dispute settlement;
- payments from the Company related to promotional actions including bonus programs;
- debiting/accrual within services rendered by the Company that are used by the Client.

**Trading Operation Volume** shall mean the volume of a trading operation expressed in lots.

**Banking Day** shall mean a time interval from 00:00:00 to 23:59:59, server time UTC+2, time of ending of a banking day is Friday, 22:59:59 except weekends and holidays.

**Opening a Position** shall mean the result of approval by the Company server of a trading order in the trading volume specified by the Client/his Agent for the execution of a market order for the opening of position or activation of a pending order for the opening of position. After the position is opened, the following obligations shall commence for the Client:

- perform opposite trading operations on closing the position by an equal aggregate volume with the same financial instrument;
- maintain margin level at least at the level set up by the Company.

**Pending Order** shall mean an order for the performance of a trading operation upon meeting certain pricing terms in the quotes flow; it is implied, however, that such order shall be executed at an indefinite moment in future according to the order execution procedure. Types of pending orders:

**Buy Stop** – implies opening of a long position at a higher price than the Ask price at the moment of placing the order.

**Sell Stop** – implies opening of a short position at a lower price than the Bid price at the moment of placing the order.

**Buy Limit** – implies opening of a long position at a lower price than the Ask price at the moment of placing the order.

**Sell Limit** – implies opening of short position at a higher Bid price than the Bid price at the moment of placing the order.

**Stop Loss** – implies closing of an earlier opened position at a price less favorable for the Client than the price at the moment of placing the order.

**Take Profit** – implies closing of an earlier opened position at a price more favorable for the Client than the price at the moment of placing the order.

**Full transaction (Full completed transaction)** shall mean the result of closing the position on a volume equal to the volume of opening the position for the purpose of complete fulfillment of the Client's obligations to the Company.

**Quotes Flow** shall mean a sequence of market data in the form of indicative quotes received from liquidity providers and market data providers with further retranslation to the Client's trading platform.

**Realized Financial Result** shall mean an amount of funds in the currency of the trading account subject to accrual to/withdrawal from the balance of the Client's trading account as a result of closing of the position.

**Market Order** shall mean an order to perform a trading operation at the prices available at the moment of order delivery.

**Company Website** as related to these Regulations shall mean a source of information on trading conditions, under which the Client's/his Agent's trading orders are processed. The highest priority of performance standards and trading conditions is defined by the specification of the Company's trading server.

**Free Balance** shall mean the funds on the Client's trading account that may be used by the Client as security for new trading operations.

**Company Server** shall mean a hardware and software complex containing relevant trading conditions that ensures processing of the Client's/his Agent's orders and requests, online provision of information on the adjustment of financial Instrument prices to the Client (in the volume defined by the Company), accounting of mutual obligations between the Client and the Company, as well as the performance of other Agreement terms.

**Equity** shall mean weighted estimation of the cost of funds on a trading account representing the amount of funds on a trading account including unrealized profit (losses).

**Stop Out** shall mean the process of compulsive closing of one or several positions on the Client's trading account due to insufficient margin security in order to maintain open positions.

**Spread** shall mean the difference between the Ask and the Bid rates.

**Swap** shall mean the funds to be withdrawn from/accrued to the current unrealized financial result for the rollover (prolongation) of an open position.

**Ticket** shall mean a unique identification number assigned to any operation on the trading platform in order to unify and define the operations on the trading account.

**Trading Operation** shall mean as related to these Regulations, a conversion operation with a non-deliverable financial instrument performed between the Client and the Company, i.e. an operation implying the purchase or selling of an instrument without the transfer of its ownership. Performance of a trading operation may lead to the opening of position, closing of position, partial closing of position and counter closing of two and more open positions with the mutual settlement of obligations under each of them.

**Trading Time** shall mean a period of time when the trade under a financial instrument is allowed and the trading server processes the Client's/his Agent's trading requests.

**Expert Advisor (Trading Robot)** shall mean an automated trading system which is designed to automate trading activities on the Trading Platform.

**Trading Account** shall mean personal account for internal accounting opened by the Client with the Company, where the Company's and the Client's obligations are accounted that arise from trading and non-trading operations performed under the Company's regulating documents.

**Trading Platform** as related to these Regulations shall mean a specialized software and hardware complex, by which the Client/his Agent may agree with the Company via the Internet material terms of the trading operations performed as part of the Agreement fulfillment and may protocol the agreed terms and the content of the approved and cancelled orders. The Trading Platform ensures identification of the parties (party authentication) that exchange messages, as well as confidentiality and integrity of such messages using built-in cryptographic protection facilities.

**Telephone Password** shall mean a code word set by the Client through the Personal Page that is required for the unambiguous identification of the Client in the trading operations performed via a telephone line.

**Margin Level** shall mean an indicator equal to the ratio of the equity amount on the trading account to margin requirements that characterizes the sufficiency of funds on the trading account for maintaining open positions.

**Stop Out Level** shall mean a margin level when the stop out procedure is initiated.

**Hedging (Locking)** shall mean a possibility to have positions under one instrument that are opened in opposite directions.

**Hedged Margin** shall mean margin security required by the Company for the opening and maintenance of locked positions. Hedged Margin for each instrument is indicated on the

Company's trading server and is specified in the contract specification on the Company website.

**Ask Price** shall mean a price greater in the quote at which the Client may send a market request for a purchase trading operation. Ask Price is the price of activation of all the pending orders implying performance of a purchase trading operation.

**Bid Price** shall mean a price lesser in the quote at which the Client may send a market request for a sale trading operation. Bid Price is the price of activation of all the pending orders implying performance of a sale trading operation.

**Market Execution** shall mean the technology of orders execution, which implies the execution of the Client's order at the available price at the moment of execution on the trading server of the Company.

## **2. General provisions**

2.1. These Regulations define the procedure and terms of execution of the Client's/his Agent's orders and requests, according to which OFG Cap. LLC (Euro House, Richmond Hill Road, Kingstown, St Vincent and the Grenadines) (hereinafter referred to as "Company") provides to the Client a service of performance of marginal trading operations with non-deliverable non-exchange instruments on Esperio Invest trading account on the basis of OFG Cap. LLC (Euro House, Richmond Hill Road, Kingstown, St Vincent and the Grenadines) Client agreement (individual and corporate accounts). In these Regulations when the words "Client's orders and/or requests" are used they also mean "orders and/or requests from Client's Agent".

2.2. These Regulations define:

- rules and terms of performance of trading operations;
- market order processing and execution procedure;
- pending order processing and execution procedure;
- procedure and terms of processing of the placement, modification and pending order deletion operations;
- procedure of the Company's actions in respect of the Client's open positions in case of insufficient means on the Client's trading account for their security (maintenance).

2.3. Terms of performance of trading operations are defined in these Regulations, Agreement, Risk Notification and other applicable documents, including Trading Platform Operating Instructions and a relevant section on the Company's websites.

2.4. Trading terms for the Client, notably: instruments available for trading operations, types of orders and instructions available, as well as their implementation techniques, amount of fees including swap terms are set on the Company server and may be defined by the applied services provided by the Company, individual agreements, restrictions on the part of liquidity providers and the Company's counterparties. Information on trading terms defined on the

Company server shall be of primary importance and has absolute priority in case of any discrepancies with any other information published on the Company websites. The Company undertakes all the required efforts to maintain relevant information on the Company websites and timely notify the Client of all the changes in the trading terms.

### **3. General Principles**

#### *Quotes/Prices*

3.1. For all trading instruments, the Company shall issue quotes online following the prices/liquidity it gets from counterparties and liquidity suppliers. Any of the Client's references to the quotes of other trading and information systems are not binding on the Company.

3.2. The Company may choose not to issue quotes in case of any of the following:

- absence of prices/liquidity from counterparty or liquidity supplier;
- absence of technical possibility;
- in case of an obvious breakdown and/or quotation errors on the part of the Company server or counterparties.

3.3. Spread is not fixed and can change both upwards and downwards, depending on the current market conditions for each specific instrument individually. The size of the spread directly depends on the volatility and liquidity of the instrument, and is determined by the flow of quotes received from liquidity providers and other counteragents of the Company.

3.4. All quotes the Company communicates to the Trading Platform, Company websites and presents to partners are indicative.

3.5. In case a non-market quote gets to the quotes flow, and in case of an unscheduled interval in the quotes flow due to any hardware or software failure, the Company may synchronize the quotes base with other sources. Such sources may be the following:

- quotes base of the server that services other types of trading accounts;
- quotes base of a counteragent or liquidity provider.

3.6. Information on spreads published on the Company websites is purely informative and is based on statistical and historical data.

#### *Trading Operations*

3.7. The Client and the Company interact in the course of approval of important terms of a Trading Operation in the following way:

- the Client sends an order for a trading operation that is a proposal (of/for) the Company to perform a trading operation on the terms specified in a relevant order, taking into account the specifics indicated herein; or the Client sends requests for the change of terms specified in the order.
- the Company approves of the Client's order, which is the Company's consent to perform

a trading operation on the terms specified in the order, considering the specifics stated herein; or the Company processes the Client's requests, sending reports, extracts, confirmations. The entire process of approval of the terms of a trading operation shall be registered via the Company's trading platform and server.

3.8. Important terms of a trading operation are the following:

- the instrument;
- the type of trading operation;
- the volume of trading operation;
- the price;
- opening and closing time.

3.9. The list of instruments available for trading operations and the terms of their performance are indicated on the Company website and/or stipulated in the individual agreements with the Client.

3.10. Instruments available for trading operations may be limited for the Client when the Client uses certain services provided by the Company.

3.11. Instruments available for trading operations, as well as the types of trading operations may be limited for the Client on individual basis.

3.12. In case of termination of services for trading operations with a certain instrument, the Company may, having notified the Client in advance, on its own unilaterally close the open positions on the Client's trading account at the latest price available on the Company's server and delete all the pending orders.

3.13. The Company retains its right to unilaterally change the terms of Trading Operations, limit or expand the list of instruments.

#### *Types and Processing of Orders and Requests*

3.14. To complete trading operations, the Client may use the following types of orders:

- Market order;
- Pending order.

3.15. The Client's issue of an order for a trading operation means his intention to perform a trading operation on the terms specified herein, considering the specifics provided by these Regulations.

3.16. An order for a trading operation may be issued by the Client within the business hours of the Company, considering the specifics provided by these Regulations, in the following ways:

- via a trading platform considering the specifics provided by these Regulations;

- by phone considering the specifics provided by these Regulations;
- by way of services provided to the Client by the Company allowing to unambiguously identify the order as the Client's order.

3.17. All the Client's orders and requests shall be checked for correctness and compliance with the trading terms before they are passed to processing/execution, including a preliminary check of the sufficiency of funds for a trading operation on the Client's trading account.

3.18. Each request and order of the Client shall be processed on a first-served basis. Depending on the time required for the Client's order or request processing, the procedure of completion of the Client's request or order processing shall not be guaranteed. It means a situation may occur when completion of a Client's request processing is recorded in the server log-file with a later time than the time of completion of a request that followed.

3.19. The Client agrees that the processing/execution of the market and pending orders shall take reasonable time.

3.20. Any of the Client's requests or orders shall be deemed processed only when a relevant record is made in the log-file of the Company server.

3.21. Performance of trading operations is carried out on the basis of the Client's relevant orders after processing/execution of such orders by the Company, considering the specifics provided by these Regulations.

3.22. A trading operation is performed only upon the Company's approval of all of its material terms defined hereby.

#### *Processing of the Client's orders and requests by phone*

3.23. To perform an operation by phone, the Client shall call only a special number indicated on the Company website and provide the following information to issue a trading order:

- full name of account owner;
- trading account number;
- telephone password (code word);
- series and number of identity document;
- order ticket (if required);
- instrument;
- type of trading operation;
- volume of trading operation;
- provide oral approval for order delivery/setting on the Client's behalf.

The Company has the right to limit the capability to give trade orders in any languages other than English, while the Client must comply with the requirements for pronunciation, i.e. speak intelligibly and consistently.



3.24. The Client agrees that if he has no fixed phone password, the Company is entitled to deny telephone support to the Client.

#### *Leverage /Margin Requirements/Margin*

3.25. When registering a trading account, the Customer is given the maximum possible leverage level that the Client uses to make trading operations.

3.26. The Company may change the Client's maximum leverage level at its own discretion upon a prior notice.

3.27. Minimum margin requirements for trading operations and for the maintenance of open positions are specified in a relevant section on the Company website.

3.28. Minimum margin requirements for trading operations and for the maintenance of open positions by certain groups of instruments do not depend on the maximum leverage level set for the Client's accounts.

3.29. Margin requirements for the newly opened positions and for the maintenance of open positions depend on the aggregate open position for a relevant group of instruments and are published on the Company website.

3.30. Margin requirements for the maintenance of open positions are reserved on the Client's account at the moment the position is opened.

3.31. The Company is entitled to change the size of margin requirements upon notifying the Client in advance.

3.32. The Company may apply new margin requirements both to the already opened positions and to the newly opened positions.

3.33. The Client shall independently monitor the required margin level on its trading account.

3.34. The Company may fulfill the Client's obligations to the Company on any open position or on all the open positions without giving a prior notice to the Client if the level of ratio of equity to margin requirements for the maintenance of open positions goes below the Stop Out level. The Stop Out level is specified in a relevant section of the Company website.

3.35. The Company shall not be liable for an executed Stop Out on the account that resulted from an untimely receipt of funds on the Client's account.

#### *Swap*

3.36. With the availability of open positions at the end of an operating day in the interval

from 23:55 to 00:00 (trading platform time), the Company shall unilaterally perform a swap procedure. Positions are swapped by way of withdrawal from/accrual to the current unrealized financial result for an open position of an amount calculated according to SWAP calculation rules of the trading platform and the Company server settings, as well as the rules published on the Company website.

#### *Fees*

3.37. The Client shall pay the Company a fee for the performance of trading operations according to the size and/or rules of their calculation set up on the Company server and specified in a relevant section of the Company website.

#### *Dividends*

3.38. With the availability of open positions on stock CFD instruments at the end of the trading day preceding the date of register recording (ex-dividend date), the Company shall make adjustment for dividends on the date of register recording as soon as the first trading quote is received by the trading platform. Adjustment for dividends is made according to the rules and terms published on the Website in the relevant section.

#### *Grounds for rejecting the Client's trading requests*

3.39. The Company has the right to reject the Client's request for the opening or closing of a position, or refuse to execute a pending order if:

- Free Margin on the account is insufficient to secure this position;
- an order is received at a non-market quote;
- occurs an extremely seldom change in the prices on financial instruments (illiquid market), including when the request is received during market opening before the first market quote is received by the Trading Platform;
- occurs an abrupt and unstable change of prices on financial instruments (fast market);
- there is a technical (software or hardware) failure of the Trading Platform, including rejection of a trading order on the part of a liquidity provider;
- the number of positions on the Client's trading account exceeds the limit set on the Company's trading server;
- there is another situation contradicting these Regulations or other regulating documents of the Company.

#### *Grounds for limiting the provision of services*

3.40. The Company reserves the right to prohibit automated trading, i.e. use of trading robots (Expert Advisors), to limit the services rendered by the trading platform provider, and to block trading operations on any trading account without prior notice in case a client's trading account engages in the activities that result in an excessive load on the Company's trading servers and/or deterioration in the quality of services rendered to other clients. Such activities include but are not limited to:

- sending a significant number (on average more than 500 per hour) of requests for a trading operation, or requests for adding or modification of pending orders;
- sending requests for a trading operation without having sufficient funds;

- sending frequent authorization requests to the trading terminal.

The Company may resume the provision of services to the trading account after the Client eliminates the causes of excessive activity on the relevant trading account.

#### *Order Validity Period*

3.41. For the instruments traded 24-hour, all the pending orders have the status of GTC ("Good Till Cancelled") and are received for an indefinite period of time. The Client may limit the order validity period on its own by setting the date and time in the "Expiry" field.

3.42. For the instruments traded by sessions, the Company may cancel the pending orders that did not work before the end of the trading session.

3.43. The Company may cancel the Client's pending orders if the current balance account does not allow to close the order of a specified volume at the current price level.

3.44. If a pending order is queued for execution but the Company has executed an order for the order deletion, then the Company may delete such pending order.

#### *Data Archiving*

3.45. If an inactive trading account is sent to archive:

- The Client agrees that the Company may send inactive trading accounts to archive.
- The Client's inactive trading account is transferred from the trading platform base to the archived base, and the Client's access and any operations on the account shall be blocked, with the entire history and balance saved;
- To retrieve a trading account from the archive, the Client shall make a request on the Personal Page;
- A trading account may be retrieved by the Company within seven business days from the date of the request for retrieval of a trading account from the archive.

3.46. The Company retains its right to archive the trading and non-trading operations displayed in the terminal with a term exceeding six months.

### **4. Procedure and Terms of Market Order Execution**

4.1. A trading operation is deemed performed upon the Company's approval of all of its material terms specified in the Client's order.

4.2. An order for trading operation may be issued by the Client only within the trading time for the relevant instrument.

4.3. The following shall be the necessary conditions for issuing an order for a Trading Operation by way of market orders:

- instrument;
- type of trading operation;
- volume of trading operation.

4.4. The procedure of approval of the trading operation price during execution of a market order by the Company implies using the Market Execution technology.

#### *Processing and Execution of Orders for Opening of Position*

4.5. When an order for opening of position is received from the Client for processing, the trading account is checked for free margin required for the position to be opened:

- the new position is added nominally to the list of positions;
- margin requirements necessary to maintain the aggregate position are calculated, including the nominally added position;
- the amount of free funds is calculated, including the nominally added position;
- if:
  - the amount of the calculated free funds exceeds or equals 0, the position is opened.
  - the amount of the calculated free funds is less than 0, the Company may reject the order for opening of position.

4.6. The Client's order for the opening of position shall be deemed processed and the position opened as soon as a relevant record is made in the server log-file.

4.7. A unique ticket is assigned to each open position on the trading platform.

#### *Processing and Execution of Order for Closing of Position*

4.8. When an order is issued for the closing of position, the Client may specify the lesser volume for the closed position than its initial volume. In this case, the position will be partially closed in the specified volume and a new open position will be created for the partially non-fulfilled obligations under the open position, with the volume being equal to the remaining volume. A new ticket will be assigned to the new position.

4.9. If there are two or more locked positions in the list of open positions on a trading account, the Client may issue an order for closing counter positions. In case of partial fulfillment of obligations under one of the positions, a new open position will be created for the partially non-fulfilled obligations under the open position, with the volume being equal to the remaining volume. A new ticket will be assigned to the new position.

4.10. The Client's order for the closing of position shall be deemed processed and the position closed as soon as a relevant record is made in the Company server log-file.

### **5. Procedure of Setting, Modification and Terms of Execution of Pending Orders**

5.1. Trading operations of opening and closing of position may be performed by way of pending orders. A ticket is assigned to each pending order for opening of position.

5.2. The following shall be essential terms of a pending order:

- instrument;
- order type;
- volume of trading operation;
- price of activation of a pending order.

5.3. A pending order is passed to processing only upon its activation, i.e. upon achieving the market conditions specified by the Client in the order. A trading operation by way of a pending order shall be deemed completed only upon the Company's approval of all the material terms of a trading operation.

5.4. All the pending orders shall be executed on a first-served basis at the prices available at the moment of order execution. It means that the price of execution of a pending order may differ from the activation price stated in the order both for the Client's better and for the worse.

5.5. A request for setting, modification and deletion of a pending order may be issued by the Client only within the trading time for the relevant instrument.

5.6. A request for setting, modification and deletion of a pending order may be rejected by the Company if at the moment of request:

- obligations under a relevant open position have already been fulfilled (position is closed) or are in the process of fulfillment;
- a relevant pending order is being processed;
- a relevant pending order is deleted.

5.7. Processing and execution of pending orders is performed only within the trading time for the relevant instrument.

#### *Processing and Execution of Pending Orders for Opening of Position*

5.8. Upon achieving of the market conditions specified by the Client in the order, the order is sent to processing and the trading account is checked for the availability of free margin for the position to be opened:

- the new position is added nominally to the list of positions;
- margin requirements necessary to maintain the aggregate position are calculated, including the nominally added position;
- the amount of free funds is calculated, including the nominally added position;
- if:
  - the amount of the calculated free funds exceeds or equals 0, the position is opened.
  - the amount of the calculated free funds is less than 0, the Company may reject the order for opening of position and delete the pending order.

5.9. The Client's pending order for the opening of position shall be deemed processed and

the position opened as soon as a relevant record is made in the server log-file.

5.10. A ticket of the pending order shall be assigned to the open position that was opened by way of a pending order.

*5.11. "If done" execution specifics*

In case of a situation when market conditions simultaneously meet the terms of the pending order that opens the position and the terms of the pending order that closes such position, such pending orders shall be executed in turn:

- execution of the opening pending order;
- verification of terms of activation of the closing pending order, i.e:
  - if market conditions meet the terms of the closing pending order, the order is sent to processing;
  - if market conditions do not meet the terms of the closing order, the pending order is retained and is not sent to processing.

**6. Procedure of defining mutual obligations between the Client and the Company**

6.1. The Company makes daily records of the Client's and the Company's mutual financial obligations under the Client's open positions and funds on the Client's trading account. The Company's and the Client's mutual financial obligations shall be the funds on the Client's trading account, as well as the current financial result (unrealized profit and loss) on the Client's open positions. In case of emergency, including technical failures and other force majeure circumstances resulting in the impossibility to precisely define the amount of the current financial result (unrealized profit and loss) of the Client by the open positions, the Company's and the Client's mutual financial obligations shall be defined (calculated) on the basis of the amount of funds on the Client's trading account and the current financial result (unrealized profit and loss) of the Client at 23:59:59 Company server time of the preceding banking day.

6.2. The Client's financial result (profit and loss) on the trading operations performed shall be reflected on the trading account at the moment of closing of position for each separate instrument.

6.3. The Company may fulfill its obligations under any open position or under all the open positions without giving a prior notice to the Client if the level of ratio of equity to margin requirements for the maintenance of open positions goes below the Stop Out level. The Stop Out level is specified in a relevant section of the Company website.

6.4. Margin level shall be controlled by the server, which, in case of meeting the condition specified in clause 6.3., generates an order for forced closing of position without prior notice. Such order shall be executed at the price available at the moment of order execution on a first-served basis, so the price of execution may differ from the quote, at which the Stop Out order was generated. Forced closing of position is followed by a relevant record in the server log-file.

6.5. If after the forced closing of position the amount of funds on the Client's account becomes negative, the Company may accrue a compensation to such account in the amount required to bring the balance of the trading account to zero. The Company may bring the balance of the trading account to zero using the funds on the Client's other trading accounts.

6.6. If the Company changes the list of instruments offered by the Company for trading operations, the Company may forcibly close positions under the instruments at the latest prices available.

## **7. Disputes Settlement**

7.1. Procedure of settling a dispute when, in the Client's opinion, the Company's actions/omission leads to violation of the Regulations, goes as follows:

7.1.1. The claim shall be submitted no later than 3 (three) business days from occurrence of the grounds for such claim.

7.1.2. In order to submit the claim for each dispute, the standard form in a relevant section on the Personal Page shall be filled. A unique number (TID) is automatically assigned to the claim, with a relevant confirmation message being sent to the Client. All claims made in any other way (on the forum, by email, by phone, by fax, etc.) shall not be considered.

7.2. A claim shall not contain:

- emotional evaluation of the dispute;
- abusive comments;
- unprintable language;
- threats.

7.2.1. The Company reserves the right, at its sole discretion, to prohibit any form of abusive arbitrage that is unrelated to genuine market inefficiencies on its Trading Platform and/or in connection with its services. Any indication or suspicion (as determined solely by the Company) of arbitrage unrelated to market inefficiencies, abusive practices, coordinated internal hedging, fraud, manipulation, cashback arbitrage, latency or SWAP arbitrage, or any other dishonest or fraudulent activity carried out in a Client's account or relating to any Transactions, shall render all such Transactions and any resulting profits or losses void.

The Company further reserves the right to suspend, close, or cancel any Transaction arising from a configuration error, technical issue, or where the Company suspects that the Client has engaged—voluntarily or involuntarily—in any form of arbitrage unrelated to market inefficiencies. In such circumstances, the Company may withdraw any profits and charge any costs that it determines, in its sole discretion, were improperly obtained. The Company shall not be liable for the cancellation of any Transaction or profits, or for any damages or losses arising from such suspension, closure, or cancellation.

7.2.2. The Company, in particular, will consider the following trading activities as

indications of Transactions relying on latency arbitrage opportunities and reserves the right to revoke such Transactions at its sole discretion and without prior notice: (a) the Trade is opened and closed within two (2) minutes (i.e., the Order for closing the Trade is placed within two (2) minutes or less after the Order for opening the Trade); (b) an opposing Trade is placed within two (2) minutes after another Trade is opened, creating a fully or partially hedged position (also known as a "locked position"); (c) the Order for opening or closing the Trade is placed at a latent price.

7.3. The Company retains the right to refuse to consider a claim if the terms specified in clauses 7.1 and 7.2 are not met.

7.4. According to the Regulations hereby, the Company may independently initiate consideration and settlement of any dispute.

7.5. The ways of dispute settlement by the Company are the following:

7.5.1. Compensational adjustment accrued to or withdrawn from the Client's trading account;

7.5.2. Restoration of wrongly closed positions;

7.5.3. Deletion of wrongly opened positions or issued orders;

7.6 The precise method of dispute settlement shall be defined solely at the Company's discretion.

7.7. The Company shall settle a dispute immediately after taking a decision but no later than 3 (three) business days from taking a decision on the dispute.

7.8. In case a dispute is not covered by the Regulations, the final decision shall be taken by the Company based on the common practices and its own idea of a fair settlement of a dispute.

7.9. If any action was not performed by the Client for any reason, the Company shall not reimburse the Client for the profit lost as a result of such non-performance or the losses incurred by such non-performance.

7.10. The Company reimburses the Client only the confirmed damage. The Company shall not reimburse the Client for non-material damage.

7.11. The Company shall consider the Client's claim and take a decision on the dispute as soon as possible. Claim response may take up to 10 (ten) business days from the date of receipt of the claim. In some cases, the Company retains the right to extend the term of the claim consideration.

7.12. If the Company independently initiates dispute consideration and settlement according to the Regulations, the time for taking a decision on the dispute and its settlement shall be 3 (three) days. In some cases, the Company retains its right to extend the time for



taking a decision on the dispute and its settlement.

7.13. If the Company executed a Stop Out by mistake, the Company may restore the closed position for the purpose of these Regulations. The Client acknowledges that in any case, no Client's claims as to the impossibility of managing such a position in the course of the Company's consideration of such dispute and its settlement shall be considered. In the course of dispute settlement, the Company may execute the Stop Loss or Take Profit orders in the chronological order, in which they would work if the Stop Out had not been executed by mistake.

7.14. The Client acknowledges that the Company may choose not to notify the Client additionally of the fact that the dispute has been settled and the order executed, and the Client undertakes all the risks related thereto.

## **8. Miscellaneous**

8.1. The Client acknowledges that the Company may at any time amend and/or update the provisions of these Regulations upon a 7 calendar day notice of the planned amendments. Such amendments and/or updates shall come into effect and become binding on the Client from the date specified in such notice.

8.2. If one or several Regulations provisions become invalid, any other provisions of the Regulations shall remain valid.

8.3. These Regulations are an integral part of OFG Cap. LLC (Euro House, Richmond Hill Road, Kingstown, St Vincent and the Grenadines) Client Agreement (individual and corporate accounts).