AM BROKER

TERMS OF BUSINESS

INTRODUCTION

1. These Terms of Business ("Terms") govern basic aspects of interaction between AM Globe Services Ltd ("AMBroker") and Customer in respect of opening and closing Customer positions, as well as of placement, cancellation and modification of Customer orders executed by means of AMBroker MetaTrader 5 online trading platform ("MetaTrader 5") in the context of providing Customer with online dealing services by AMBroker.

1.1. Whereas, AMBroker is a dealer in contracts for differences on spot foreign currencies, stocks and futures registered at the following address: Suit 305 Griffith Corporate Center, P. O. Box 1510 Beachmont Kingstown St. Vincent and the Grenadines.

1.2. Whereas, Customer has concluded a Customer Agreement with AMBroker.

1.3. These Terms should be treated as a handbook describing general concepts of making transactions in MetaTrader 5 and dialogues between Customer and AMBroker's employee responsible for handling Customer trades ("dealer"). These Terms may not describe or reflect any up-to-date modifications of MetaTrader 5.

1.4. Customer accepts these Terms without warranties, express or implied, including, but not limited to, the implied warranties of completeness, timeliness or freedom from errors.

2. GENERAL TERMS

2.1. Limitation of Liability

2.1.1. Customer accepts the AMBroker MetaTrader 5 System "as is", and without warranties, express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular use, purpose or application; timeliness; freedom from interruption; or any implied warranties arising from trade usage, course of dealing or course of performance.

2.1.2. Under no circumstances shall AMBroker be liable for any indirect, incidental, special or consequential loss or damages, including loss of business, profits or goodwill.

2.1.3. AMBroker shall not be liable to Customer by reason of delays or interruptions of service or transmissions, or failures of performance of the AMBroker MetaTrader 5 Server, regardless of cause, including, but not limited to, those caused by hardware or software malfunction; governmental, exchange or other regulatory action; war, terrorism, or AMBroker's unpremeditated acts.

2.1.4. Customer recognizes that there may be delays or interruptions in the use of MetaTrader 5, including, for example, those caused intentionally by AMBroker for purposes of servicing the MetaTrader 4 system.

2.1.5. AMBroker and its respective directors, officers, employees, affiliates or agents shall not be liable to Customer for any partial or non-performance of their obligations under these Terms by reason of any cause beyond its reasonable control including, but not limited to, industrial actions; the rules or actions of any supranational, governmental or regulatory authority; or the failure by any intermediate broker or agent, or principal of AMBroker or its affiliates, dealer, clearing house or supranational, governmental, regulatory or self-regulatory body, for any reason, to perform its obligations.

2.2. Responsibility for Satisfying System Requirements

2.2.1. In order to trade using the MetaTrader 5, there are certain system hardware and software requirements, which are described on the AMBroker website. Since these requirements may change, Customer must periodically refer to the AMBroker website for current system requirements.

2.2.2. To receive electronic mail from AMBroker, Customer is responsible for maintaining a valid Internet e-mail address and software allowing Customer to read, send and receive e-mail. Customer must notify AMBroker immediately of a change in Customer's e-mail address by contacting the AMBroker Customer Service Department at office@ambroker.com for further instructions.

2.3. Responsibility for Maintaining Alternative Trading

2.3.1. Electronic and computer-based facilities and systems, such as those provided to Customer and used by AMBroker, are inherently vulnerable to disruption, delay or failure and such facilities and systems may be unavailable to Customer as a result of foreseeable and unforeseeable events.

2.3.2. Customer must maintain alternative trading arrangements in addition to Customer's AMBroker account for the placement and execution of Customer's orders in the event that the MetaTrader 5 is unavailable.

2.4. Responsibility for Customer Orders and Customer Trades

2.4.1. AMBroker shall be entitled to act for Customer upon any instructions given or purported to be given by Customer. Once given, instructions may only be withdrawn by Customer with consent.

2.4.2. Customer understands that AMBroker is unable to know whether someone other than Customer has entered, or is entering, orders using Customer's login and password. Unless otherwise specified to and agreed by AMBroker, Customer will not permit any other person to have access to Customer's account for any purpose.

2.4.3. Customer shall be responsible for the confidentiality and use of, and any Customer orders entered with, Customer's login and password.

2.4.4. Customer agrees to report any loss or theft of Customer's login or password, or any unauthorized access to Customer's account, immediately by email to AMBroker Customer Service Department at office@ambroker.com. However, Customer shall remain responsible for all orders entered using Customer's login and password.

2.5. Confirmations and Account Statements

2.5.1. AMBroker shall send a summary of daily trading activity (Daily Confirmation) in Customer's account to the Customer via e-mail on a daily basis and shall send a summary of monthly trading activity (Account Statement) in Customer's account to Customer via e-mail on a monthly basis, unless agreed otherwise with the Customer.

2.5.2. AMBroker shall confirm the execution, cancellation or modification of any Customer order by transmitting an electronic confirmation to Customer through the MetaTrader 5. Customer agrees to accept electronic trade confirmations instead of printed confirmations.

2.5.3. Confirmations may be subject to delays since AM Broker does not take the counterparty risk. Customer agrees to give AM Broker reasonable time to hedge client's positions with third parties otherwise AM Broker has the right to remove those trades from clients trading journal and consider them as invalid. Customer understands that reports and confirmations of order executions, cancellations or modifications may be erroneous for various reasons. Confirmations also are subject to change by AMBroker, in which case Customer shall be bound by the actual order execution, so long as it is consistent with Customer's order. In the event that AMBroker confirms an execution or cancellation in error and Customer unreasonably delays in reporting such error within 24 hours, AMBroker reserves the right to require Customer to accept the trade, or remove the trade from Customer's account, in AMBroker' sole discretion.

2.5.4. Customer agrees to notify AMBroker immediately by telephone, or by e-mail to AMBroker Customer Service Department at office@ambroker.com, if:

2.5.4.1. Customer fails to receive a confirmation of an execution, cancellation or modification;

2.5.4.2. Actual order execution is not consistent with Customer's order;

2.5.4.3. Customer reveals execution or cancellation of an order that Customer did not place;

2.5.4.4. Customer receives an account statement, confirmation, or other information reflecting inaccurate orders, trades, account balances, positions, funds, margin status, or transaction history.

2.5.5. Customer understands and agrees that AMBroker may make adjustments on the Customer's account to correct any error.

2.5.6. Customer agrees to promptly return to AMBroker any assets distributed to Customer to which Customer was not entitled.

2.6. Limitation of Liquidity

2.6.1. AMBroker cannot and does not warrant or guarantee that every Customer order will be executed at the posted price. Among other things, there may not be access to every market at which a particular product may trade; other orders may trade ahead of Customer's order and exhaust available volume at a posted price; exchanges or market makers may fail to honor their posted prices.

2.6.2. AMBroker has discretion to re-route customer orders out of automated execution systems for manual handling (in which case execution or representation of Customer's order may be substantially delayed); or exchange rules, policies, procedures or decisions or system delays or failures may prevent Customer's order from being executed by AMBroker, may cause a delay in the execution of Customer's order or may cause Customer's order not to be executed at the requested price.

2.7. Acceptance of Undesirable Consequences

2.7.1. Customer acknowledges that under some circumstances it may not be possible to open or close a position and/or to place, cancel or modify an order. Any attempt to open or close a position or to place, cancel or modify an order is simply a request.

2.7.2. AMBroker is not liable to Customer if AMBroker is unable to confirm such a request. Customer further acknowledges that attempts to modify or cancel and replace an order can result in an execution of the undesirable order, and Customer shall be responsible for all such executions.

3. EXECUTION OF CUSTOMER REQUEST

3.1. Basic Terms of Making and Executing Requests

3.1.1. Execution of Customer's orders and requests is effected through MetaTrader 5

platform as follows:

3.1.1.1. Customer formulates its instructions as a request in the standard order entry window of client terminal ("Order" window).

3.1.1.2. Client terminal automatically carries out a checkup on the correctness of the request created by a Customer. The checkup takes into account the type of the request and the present quote level of the selected instrument available in the Customer's terminal. After a successful checkup the request will be routed to the server.

3.1.1.3. If the client terminal has an active internet connection with the server at the moment of the request then this request is received by the server and a second checkup on the correctness of the request is carried through in regards to the type of the request and the present quote level of the selected instrument available in the server.

3.1.1.4. If the second checkup is successful then Customer is informed through the Order window that the request has been accepted for processing ("Order accepted") and all such orders are placed in a queue and sorted by the time they were received by the server.

3.1.1.5. All requests are accepted for processing automatically unless they are handled manually by a dealer. In such cases, if the request is first in the queue then it is accepted for processing by a dealer and Customer is notified "Order in processing". Dealer has a right to take into processing any request present in the queue and therefore changing the sequence of received requests. Due to this option execution results of one or another request of a

Customer can be indicated in a log of the server with a much latter time than the execution results of Customer's older request.

3.1.1.6. Confirmation of execution of Customer's request by a dealer is sent to the server, is written into a server log and is sent to Customer's terminal.

3.1.1.7. In case of an active internet connection Customer receives a confirmation of its successfully executed request in the Order window. For example: "#2779336 sell 3.00 EURUSD at 1.38160 successful".

3.2. Request Execution Period

3.2.1. The duration of the period needed for the execution of a request depends on the quality of the internet connection between Customer's client terminal and dealing server, also on the situation in the relevant market or trading conditions related to a specific instruments selected by the Customer.

3.2.2. During normal market conditions execution of a request of a Customer can take up to 20 seconds. During market conditions differing from normal market conditions execution of Customers requests might take up to 60 seconds. Ultimate time for request execution is limited to 90 seconds. The request shall be regarded as completed if the Customer receives a reply from the server, whereas as of this moment a new countdown is started (for example if after 30 seconds of placing an order the Customer receives a requote, whereas the new price is confirmed by the Customer, then the server may complete this operation in another 90 seconds). In case a request of a Customer is not executed during this period then the request will be deleted from the queue and Customer is informed in the Order window that the request was "Off quotes".

3.3. Requests Cancelled by Customer

3.3.1. Customer has the right to cancel a request sent to the server only if the status of the request is "Order accepted". To cancel the request Customer has to press "Cancel" button in

the Order window. In case the order has the status "Order in processing" then Customer is not allowed to cancel the request.

3.4. Rejection of Requests

3.4.1. AMBroker has the right to reject any request of a Customer should the following occur:

3.4.1.1. Market conditions at the moment the order is received for processing are abnormal;

3.4.1.2. Request of a Customer is sent before the first quote of a current market session; in case the Customer tries to place or manage an order during a trading pause then notification "Trade is disabled" will be displayed;

3.4.1.3. Request of a Customer is made with a clearly incorrect quote;

3.4.1.4. There is no liquidity with requested price level;

3.4.1.5. During the period the request was sent and accepted for processing by the server an upside or downward price gap has occurred eliminating the option to execute the request at the price level selected by a Customer;

3.4.1.6. A software of hardware failure occurs making the execution of requests impossible;

3.4.1.7. Customer's requests and actual trading transactions exceeds reasonable proportions;

3.4.1.8. Market has reached a price limit set for the selected instrument or a stock on the exchange or any other restriction;

3.4.1.9. Request is related to a position that is currently in liquidation process (please see section 7);

3.4.1.10. Request is related to a position that is currently in a queue of Stop Loss or Take Profit processing;

3.4.1.11. Request is related to a standing pending order that is currently in a queue of processing or is being processed due to market price reaching the level set by this particular pending order;

3.4.1.12. Price set in the request is closer to the market price than is allowed for pending orders (Limit/Stop Level) by specifications of selected instruments;

3.4.1.13. Request is for opening a pending order that is not allowed due to market price change of selected instrument;

3.4.1.14. Customer's account has manifest errors that make execution of the request impossible or shall make it impossible if such errors will be corrected. In case AMBroker rejects Customer's request the "Off quotes" message is displayed in the Order window.

4. EXECUTION TYPES

4.1. Prices of tradable instruments can be quoted by AMBroker in two modes: "Instant execution" and "Market execution". Information on the quotation mode is displayed in the Order window. AMBroker reserves the right to change the quotation mode of any instrument at any time should that be considered necessary.

4.2. Quotes of instruments that are in the "Market execution" mode should be considered as indicative only and do not have to be identical with prices sent by the server after receiving a request from Customer. AMBroker reserves the right to independently decide on the right price level provided to a Customer irrespective of the quotation mode.

5. OPENING AND CLOSING CUSTOMER POSITIONS

5.1. General terms

5.1.1. Opening a buy position (Buy) and closing a sell position (Sell) is carried out using the Ask price.

5.1.2. Opening a sell position (Sell) and closing a buy position (Buy) is carried out using the Bid price.

5.2. Position Opening in 'Instant Execution' Mode

5.2.1. In order to send a request in "Instant execution" mode it is necessary to press "Buy" or "Sell" button in the Order window. Specific instrument and transaction size in lots should be selected beforehand. For example, "Open #33022051 buy 1.0 lot of GBPUSD at 1.6550".

5.3. Position Opening in 'Market Execution' Mode

5.3.1. In order to send a request in "Market Execution" mode it is necessary to press "Buy by Market" or "Sell by Market" button in the Order window. Specific instrument and transaction size in lots should be selected beforehand. For example, "Open #33022052 buy 1.0 lot of GBPUSD by Market".

5.4. Basic Terms of Executing Requests for Position Opening

5.4.1. When the request is received by the server then an automatic checkup is carried out to make sure that there are sufficient funds in Customer account to meet margin requirements set by AMBroker. Margin requirement of a new position is virtually summed up with total margin

requirement of positions that are already open. Moreover, margin requirement for non-hedged positions is the initial margin, margin requirement for locked (hedged) positions is calculated as a Hedged Margin (section 8).

5.4.1.1. When the checkup shows that the parameter "Free Margin" does not drop under a set limit then the Customer account successfully passes the checkup of margin requirements and new position is opened in Customer account. This transaction is then written into a server log and Journal of Customer terminal. Confirmation of position opening is displayed to the

Customer in Order window and the position appears in a list of open positions in the Trade window of Customer terminal.

5.4.1.2. When the checkup shows that opening of new positions will breach a Free Margin limit then the Customer account does not pass the checkup successfully and a comment to the order in the "Comment" field is displayed and a relevant note is written to the server log.

5.5. Position Closing in 'Instant Execution' Mode

5.5.1. In order to close a position quoted in an "Instant execution" mode a Customer has to choose the position in the "Trade" list and press "Close….", volume of a transactions should also be selected. For example, "Close #33022053 sell 1.0 lot of GBPUSD at 1.6520".

5.6. Position Closing in 'Market Execution' Mode

5.6.1. In order to close a position quoted in "Market execution" mode a Customer has to choose the position in the "Trade" list and press "Close….", volume of a transactions should also be selected. For example, "Close #33022054 sell 1.0 lot of GBPUSD by Market".

5.7. Opening and Closing Positions by Expert Advisers

5.7.1. Expert Advisers creates a request for closing or opening a position using current market prices. In case a quote is received from a server and the quote meets Slippage parameter then

the Adviser creates a request for opening or closing a position using the quote provided by a server.

5.8. Requotes

5.8.1. When the price of an instrument changes within the period required to execute the Customer's request for closing or opening a position then AMBroker has the right but not an obligation to provide a new quote to the Customer to execute the request. New quote is displayed in a new window "Requote". If the Customer agrees to this quote then "Ok" button

should be pressed within 3 seconds. If the Customer does not press this button within 3 seconds then this quote expires.

5.8.2. As quotes are subject to change, then any displayed quote may not remain effective for the entire 3 seconds and the window "Requote" may be displayed again to the Customer. Upon the expiry of the quote, the Customer's order may not enter the market by the initially requested quote.

5.9. CLOSING LOCKED POSITIONS

5.9.1. If there are two or more locked positions in Customer account then by selecting one of those positions in Trade list a new option will appear in the Order window than can be accessed through Type list: "Multiple close by" and "Close by". Positions closed by these options are displayed with a comment "close hedge by #XXXXX" in the "Account history" list.

5.10. Closing Locked Positions Using 'Close By' Option

5.10.1. After choosing "Close by" option in the Order window a list of locked positions appears. By selecting one locked position and pressing "Close #XXXX by #XXXX" a Customer sends a request for simultaneous closing of two locked positions at a current market price. If the two positions have a different size then the one that is smaller will be closed completely and the other one will be closed with the same size as the first one. The remaining position

stays open and receives a new ticket. Partial positions closed like this receive a comment "partial close" in the "Account history" list.

5.11. Closing Locked Positions Using 'Multiple Close By' Option

5.11.1. After choosing "Multiple close by" option in the Order window a list of locked positions appears. By pressing "Multiple close by for…" Customer sends a request for simultaneous closing at current market price of all positions that have the same size. If the positions have a different size then the ones that are smaller will be closed completely and the other ones will be closed with the same size as the first ones. The remaining positions stay open and receive a new ticket. Partial positions closed like this receive a comment "partial close" in the "Account history" list.

6. CUSTOMER ORDERS

6.1. Customer has the option to open positions using Pending Orders and to close positions using Stop Loss and Take Profit orders.

6.1.1. The following pending orders are used to open positions: Buy Limit, Sell Limit(, Sell Stop, Buy Stop.

6.1.2. The following pending orders are used to close positions: Stop Loss (S/L) and Take Profit (T/P).

6.2. Customer has the right to send requests for opening, modifying and deleting such orders during open market sessions that can be viewed on the website of AMBroker.

6.3. Pending Orders

6.3.1. Placing Pending Orders

6.3.1.1. In order to create a request for opening a pending order Customer has to select in the Order window the instrument and the size of a transaction. "Pending order" should be chosen from the "Type" list and then the type of a pending order and the price in the "at price" field. After pressing "Place" button the request is sent to an automatic checkup carried out by the Customer terminal. In case the price set in the order is in conflict with the type of an order and with current market price (for example, Buy Stop EURUSD at 1.3400 when current Ask price on market is EURUSD 1.3528) then order is automatically rejected and a message "Invalid S/L or T/P" is displayed. Order is also removed automatically with the same message when the price set in the order is closer to the market price that is allowed for pending orders set by AMBroker and displayed in the contract specification page as "Limit/Stop Level". The value of "Limit/Stop Level" is also displayed in the Order window as: "Open price you set must differ from market price by at least XX pips". In the Order window Customer can see the current market Ask price for Buy Limit and Buy Stop orders and Bid price for Sell Limit and Sell Stop orders.

6.3.1.2. When the request for opening a pending order passes the checkup successfully during an active market session then it is put in the queue for processing by a dealer.

6.3.2. Cancellation and Modification of Pending Orders

6.3.2.1. In order to create a request to remove a pending order Customer has to select the specific order in the Trade list and the press "Delete" in the "Order…" window.

6.3.2.2. In order to create a request to modify a pending order Customer has to click twice on the specific order in the Trade list and then select in "Order…" window in the field "Price" a new price for the order and the press "Modify". In case the new price does not conflict with order type and current market price and also with the Limit/Stop Level the request is sent to processing. In all other cases the button "Modify" stays inactive.

6.3.2.3. In order to change the size of a pending order Customer at first has to delete the current pending order and create a new pending order with same type and price and select new size in the Order window.

6.4. Placing, Cancellation and Modification of 'Stop Loss' and 'Take Profit' Orders

6.4.1. Stop Loss and Take Profit orders can be:

6.4.1.1. Placed to a position already open, also placed simultaneously with the opening of a position except when trading in a Market execution mode. Market execution does not allow to place 'Stop Loss' and 'Take Profit' orders at the moment of opening of the order;

6.4.1.2. Placed to a pending order already open, also placed simultaneously with the opening of a pending order;

6.4.1.3. Changed on an open position or open pending order;

6.4.1.4. Deleted from an open position or open pending order.

6.4.2. In order to create a request for placing a Stop Loss or Take Profit order to an open position (or to a pending order) Customer has to select a specific position (or a pending order) from the Trade list. After that "Modify order" should be selected from "Type" list in the "Order…" window. It is necessary to set in the field "Stop Loss" and "Take Profit" the desired price level where the Customer wishes to place these orders and then press the "Modify…" button. In case price levels set in the "Stop Loss" and "Take Profit" field by a Customer do not conflict with the type on these orders and the current market price then the request is placed in the queue for processing. In case one or both prices set in the "Stop Loss" and/or "Take Profit" field are in conflict with the type of these orders and with the current market price of the instrument (for example, Take Profit on buy EURUSD at 1.3500 with current market price at 1.3550) or if one or both prices are in conflict with Limit/Stop Level then the button to send a request stays inactive and Customer's instruction are considered as incorrect.

6.4.3. In order to place a Stop Loss and/or Take Profit order simultaneously with the opening of a position (or opening a pending order) it is necessary to set the price level of a Stop Loss and/or Take Profit in relevant fields in the upper side of the Order window when placing a request to open a position (or a pending order). In case one or both prices set in the "Stop Loss" and/or "Take Profit" field are in conflict with the type of these orders and with the current market price of the instrument or if one or both prices are in conflict with Limit/Stop

Level then the request to open a position (or a pending order) will be automatically rejected and a message "Invalid S/L or T/P" is displayed to the Customer.

6.4.4. Customer can create a request for modifying previously placed Stop Loss or Take Profit orders the same way as creating a request to place these orders.

6.4.5. Customer can create a request deletion of previously placed Stop Loss or Take Profit orders the same way as creating a request to place these orders. Also a value of 0.0000 should be placed in the field of an order to be deleted. The value 0.0000 in the field of S/L or T/P of an open position or a pending order in the Customer's Trade list states that Stop Loss or Take Profit order is not placed.

6.5. Execution of Requests for Order Placing, Cancellation and Modification

6.5.1. In case a request from a Customer for placing a pending order is confirmed by a server then a ticket is assigned to the order that is also displayed in the Trade list of Customer's terminal. The same is written to the server log and displayed to the Customer in the Order window as "# (ticket, type, size, instrument and price) successful".

6.5.2. In case a request from a Customer for deleting a pending order is confirmed by a server then this order is removed from the Trade list of Customer's terminal. A relevant message is written to the server log and displayed to the Customer in the Order window as "# (ticket, type, size, instrument, price) deleted". This order is displayed in the Account History list as "canceled".

6.5.3. In case a request from a Customer for modifying a Stop Loss and/or Take Profit order is confirmed then these orders are considered as modified and new S/L and T/P levels are displayed in the Trade list of Customer terminal. A relevant message is written to the server log and displayed to the Customer in the Order window as "# (ticket, type, size, instrument, price) sl: XXXX tp: YYYY".

6.6. Rejected Requests for Order Placing, Cancellation and Modification

6.6.1. Please see "Rejection of Requests" in section 3.4.

6.7. Basic Terms of Order Execution

6.7.1. Order reaches the queue of processing and can be executed by AMBroker in the following cases:

6.7.1.1. Current market Bid price of the instrument relating to a Stop Loss of an open Buy position or a pending Sell Stop order is equal to or lower than the price set by a Customer, or was equal to or lower than the price set by a Customer within the last 90 seconds;

6.7.1.2. Current market Ask price of the instrument relating to a Stop Loss of an open Sell position or a pending Buy Stop order is equal to or higher than the price set by a Customer, or was equal to or higher than the price set by a Customer within the last 90 seconds;

6.7.1.3. Current market Bid price of the instrument relating to a Take Profit of an open Buy position or a pending Sell Limit order is equal to or higher than the price set by a Customer, or was equal to or higher than the price set by a Customer within the last 90 seconds;

6.7.1.4. Current market Ask price of the instrument relating to a Take Profit of an open Sell position or a pending Buy Limit order is equal to or lower than the price set by a Customer, or was equal to or lower than the price set by a Customer within the last 90 seconds;

6.8. Terms of Pending Orders Execution

6.8.1. When the request to execute a pending order is received by the server then an automatic checkup is carried out to make sure that there are sufficient funds in Customer account to meet margin requirements set by AMBroker. Margin requirement of a new position to be opened by a pending order is virtually summed up with total margin requirement of positions that are already open. Moreover, margin requirement for non-hedged positions is the initial margin, margin requirement for locked positions is calculated as a Hedged Margin.

6.8.1.1. When the checkup shows that the parameter "Free Margin" does not drop under a set limit then the Customer account successfully passes the checkup of margin requirements and new position is opened in Customer account. This transaction is then written into a server log and Journal of Customer terminal. Confirmation of position opening is displayed to the Customer in Order window and the new position appears in a list of open positions in the Trade window of Customer terminal. Required margin is also reserved from the Customer account to maintain the position.

6.8.1.2. When the checkup shows that opening of a new position will breach a Free Margin limit then the Customer account does not pass the checkup successfully and therefore the pending order is removed from the list of active orders and a message "Not enough money" is displayed to the Customer in its terminal's Account History list.

6.9. Terms of Execution of 'Stop Loss' and 'Take Profit' Orders

6.9.1. When the request from a Customer to execute a Stop Loss or a Take Profit order reaches the queue for processing then the server does not carry out any checkups. In case a Stop Loss or Take Profit order of an open position is executed then a contrary transaction is being made

(buy in case of a Sell position, sell against a Buy position) at the price set by a Customer in the relevant Stop Loss or Take Profit order. This way the two-way transaction is considered completed, profit or loss is added to Customer's balance, margin requirement of this specific position is removed from total margin requirement of all open positions.

6.10. Order Execution;

6.10.1. Order Execution at Posted Price

6.10.1.1. The price levels set in the orders of a Customer are considered as hypothetical. The Customer accepts unconditionally that in real market conditions the execution of Customer's order could be impossible with the specific prices set in the order. The Customer accepts to

agree with all executions in all cases unless a clear mistake is made and this is confirmed by AMBroker.

6.10.1.2. Customer's orders can be executed at prices set by the Customer only at normal market conditions and also in cases when there are no price gaps or price differences between the current market price of an instrument quoted by the server at the precise moment the order reaches the queue for processing and the price of an instrument quoted by a server not more than 90 seconds before the order reaches the queue for processing; and also when there are no price gaps and price differences between any two quotes during this specific time resulting a difference between the current market price and the price set in the order.

6.10.1.3. In the presence of a price gaps or fast price movement AMBroker is not obligated to execute Customer's orders at prices different from market prices. AMBroker reserves the right to execute any Customer order at the set price at any market condition if it does not conflict with Customer's order.

6.10.2. Orders Cancelled by Dealer and Orders Executed with Slippage

6.10.2.1. AMBroker reserves the right but not the obligation to execute types of orders such as Sell Stop, Buy Stop or Stop Loss at the price less beneficial for a Customer, and/or remove the types of orders such as Sell Stop or Buy Stop from the list of active order of a Customer in the following cases:

i. There is a price gap or large price movement between the current market price quoted by the server at the moment the order reaches the queue for processing and the price of an instrument quoted by a server not more than 90 seconds before the order reaches the queue for processing; or when there is a price differences between any two quotes during this specific time resulting a 2 spread between the current market price and the price set in the order;

ii. Order reaches the queue for processing at the start of a trading session and there is a price gap or a large price movement between the first quote of a current trading session and the last quote of a previous trading session resulting a 2 spread difference between the current market price and the price set in the order;

iii. Market conditions at the moment the order reaches the queue for processing differ from normal market conditions or were different from normal market condition during past 90 seconds resulting a 2 spread difference between the current market price and the price set in the order; in this case the "the price less beneficial for a Customer" is considered to be the first quote after the price gap or a large price movement or a first quote that is accessible to the dealer at the moment the order reaches the queue for processing during market conditions not considered to be as normal;

6.10.2.2. In case the Customer's order is removed or there is slippage then a message is sent to the Customer's terminal. Customer is obligated to overlook the status of its account and read all messages sent to the client terminal by AMBroker. AMBroker is not responsible for any losses occurring in Customer's account due to Customer's lack of knowledge of its account's status.

6.11. Execution of 'Sell Limit', 'Buy Limit' and 'Take Profit' Orders

6.11.1. Sell Limit, Buy Limit and Take Profit orders can be executed at set prices in case the current market price quoted by the server at the moment the order reaches the queue for

processing is in accordance with market conditions determined by the type and the price level of an order.

6.11.2. AMBroker reserves the right but not the obligation to execute Sell Limit, Buy Limit and Take Profit orders at prices more beneficial to the Customer at own discretion.

6.11.3. AMBroker reserves the right of not executing Customer's Sell Limit, Buy Limit and Take Profit orders in case market conditions set by the type and the price level of an order change within 90 seconds after the order reaches the queue for processing.

6.12. Succession of Order Execution

6.12.1. In case multiple orders of a Customer reach the queue for processing the Buy Stop, Sell Stop and Stop Loss orders could be executed at first and only then Sell Limit, Buy Limit and Take Profit orders. This is not affected by the sequence the orders arrive. AMBroker reserves the right of independently deciding on the succession of order execution.

6.12.2. The time needed to execute orders could take up to 90 seconds for each order out of 5, for example.

6.13. Order Duration

6.13.1. All pending orders set on instruments that trade 24 hours a day have the status of GTC (Good Till Cancelled) which means that these orders are considered to be active until executed or removed by a Customer.

6.13.2. Pending orders set on instruments that trade in other trading sessions less than 24 hours a day may have the status of "Day Order" and could be removed by AMBroker at the moment the trading session ends.

6.13.3. In order to place a pending order with limited duration it is necessary to select in the menu "Pending order" a function called "Expiry" and to set a date and time of the order

expiry. When expiry arrives then the order is automatically removed from the list of active orders with the comment of "expired".

6.13.4. All Stop Loss and Take Profit orders have the status of GTC and unlimited duration.

6.13.5. Stop Loss and Take Profit orders placed by a Customer to a pending order have the status of "If Done" which means that they become active only after a successful execution of this specific pending order and only in relation to the position opened with this specific pending order.

7. LIQUIDATION OF CUSTOMER POSITIONS

7.1. AMBroker shall have the right, in its sole discretion, but not the obligation, to liquidate all or any part of Customer's positions if:

7.1.1. Customer's account has minimum margin level specified by AMBroker for Customer's account type;

7.1.2. Any dispute arises concerning any Customer trade;

7.1.3. Customer fails to timely discharge its obligations to AMBroker;

7.1.4. Customer is insolvent or filing a petition in bankruptcy or for protection from creditors;

7.1.5. AMBroker is advised by the appointment of a receiver;

7.1.6. Customer Agreement with Customer has been terminated;

7.1.7. An Event of Default has occurred (please refer to the Terms and Conditions of AMBroker);

7.1.8. AMBroker deems liquidation necessary or advisable for AMBroker's protection or to prevent what AMBroker, in its discretion, considers to be a violation of any applicable regulations or good standards of market practice.

7.2. AMBroker has the discretion, but not the obligation, to liquidate all or any part of Customer's positions in any of Customer's AMBroker accounts, whether carried individually or jointly with others at any time and in such manner and in any market as AMBroker deems necessary, without prior notice or margin call to the Customer. AMBroker will not have any liability to Customer in connection with such liquidations (or if the AMBroker MetaTrader 5

server experiences a delay in effecting, or does not effect, such liquidations) even if Customer subsequently re-establishes its position at a less favorable price.

7.3. Customer expressly waives any rights to receive prior notice or demand from AMBroker and agrees that any prior demand, notice, announcement or advertisement shall not be deemed a waiver of AMBroker's right to liquidate any Customer position. Customer understands that, in the event positions are liquidated by AMBroker, Customer shall have no right or opportunity to determine the order or manner of liquidation. If AMBroker executes an order for which the Customer did not have sufficient funds, AMBroker has the right, without notice to Customer, to liquidate the trade and Customer shall be responsible for any loss as a result of such liquidation, including any costs, and shall not be entitled to any profit that results from such liquidation.

7.4. Customer acknowledges and agrees that AMBroker deducts overnight adjustments, commissions and various other fees from Customer's accounts and that such deductions may affect the amount of equity in Customer's account to be applied against the margin requirements. Customer's positions are subject to liquidation as described herein if deduction of commissions, fees or other charges causes Customer's account to have an insufficient balance to satisfy the margin requirements.

7.5. If the AMBroker MetaTrader server does not, for any reason, effect a liquidation, and AMBroker issues a margin call to Customer by e-mail or any other method, Customer must satisfy such margin call immediately. Customer agrees to monitor e-mail and internal

MetaTrader messages and satisfy any margin call issued by AMBroker by immediately depositing funds in Customer's account to pay, in full, the under-margined position.

Notwithstanding such margin call, Customer acknowledges that AMBroker, in its sole discretion, may liquidate Customer's positions at any time.

7.6. Succession of Liquidation

7.6.1. If Customer's account equity reaches minimum margin level specified by AMBroker (minimum margin level is specified on the website), AMBroker server shall send a liquidation request to the execution queue.

7.6.2. AMBroker shall effect the liquidation by closing Customer's open positions at current market prices available for AMBroker upon receipt of the liquidation request from the queue. Liquidated positions shall be commented by the 'stop out' record in server log-files and by the 's/o' record in client log-file.

7.6.3. If Customer's account has more than one position, such positions shall generally be liquidated in descending order of floating loss. AMBroker reserves the right to liquidate the positions fully or partly at any time and/or to change the order of liquidation at its sole discretion.

7.6.4. Liquidation of locked positions shall be effected by closing Buy positions at the current Bid price and by closing Sell positions at the current Ask price.

7.7. Liquidation of Positions on Expired Contracts

7.7.1. In the event Customer's account has open positions in contracts with expiry date specified (futures CFDs), such positions are subject for liquidation at the last quote on the expiry date and at time specified by AMBroker.

7.7.2. AMBroker has discretion, but not the obligation, to notify Customer of approaching expiration by internal MetaTrader 5 mail. Customer agrees to find out expiration schedules of

underlying assets with no assistance of AMBroker. AMBroker has discretion, but not the obligation, to set expiration of its instruments on expiry dates of respective underlying assets.

7.7.3. AMBroker has the right to put instruments with approaching expiry dates into the 'Close Only' mode that prohibits opening new positions.

8. HEDGED MARGIN

8.1. In the event Customer's account has locked positions, such positions shall require a security collateral (i.e. Margin) specified by the 'Hedged Margin' parameter. Hedged Margin is calculated as 50% of summarized margin requirements applied to locked positions.

9. PROVISIONS RELATED TO CUSTOMER ACCOUNT HISTORY

9.1. All Customer's positions, orders and balance operations shall obtain an unique identification number ('ticket') shown in all related server log-files and client log-files, as well as displayed in 'Trade' and 'Account History' layouts of client terminal. Partially closed positions shall be displayed in the 'Account History' layout with the same ticket and shall be commented as a 'partial close', and the remained part of the open position shall obtain a new ticket.

9.2. Customer's orders requests shall be deemed executed exclusively if corresponding server log records are available to AMBroker.

10. OVERNIGHT PAYMENTS AND CHANGES

10.1. Customer's open positions are subject to overnight adjustments specified by contract details at 23.59 in platform time zone.

10.2. Overnight adjustment values shall be displayed in the 'SWAP' column in the 'Trade' layout of client terminal.

10.3. Customer open positions are subject to overnight adjustments multiplied by three at 23.59 each Wednesday (3-day SWAPs).

10.4. Overnight adjustments summary shall be applied to Customer's account balance after closing its positions.

11. SPREAD

11.1. In Instant Execution mode, the spreads shall have fixed spread values, as specified by contract details at AMBroker webpages

11.2. In Market Execution mode, under normal market conditions all spreads shall have floating spread values specified by contract details that are published at AMBroker webpages. AMBroker has the right, in its sole discretion, but not the obligation, to widen spreads:

11.2.1. Individually to a Customer if the ratio of its recent requests and effective transactions is unreasonably high;

11.2.2. Jointly to all customers under abnormal market conditions, in the event of force majeure or if AMBroker deems such widening reasonable and customers are notified as soon as possible before the widening by a notice at the AMBroker website;

11.2.3. Temporarily for one or another instrument if the data stream contains repeating errors such as price gaps followed by returning to previous price levels;

11.2.4. Several times from 16.00 till 08.00 EET time for instruments with limited liquidity, i.e. currency pairs with Poland Zloty and Hungary Forint.

12. LEVERAGE

12.1. AMBroker provides Customers with the leverage ratio from 1:1 up to 1:500 (applies only for particular types of trading accounts). The exact leverage ratio depends on particular instrument of trading, account balance of Customer and current market conditions. AMBroker reserves the right on its sole discretion and without any previous notice to change the leverage ratio on a single or multiple trading accounts of Customers or to change the highest possible leverage ratio to any particular instrument that is offered for trading. The change of leverage may occur in but not limited to following situations:

12.1.1. On and prior to national holidays in countries where AMBroker's counterparties and partners reside;

12.1.2. In case of any changes to trading conditions on a side of AMBroker's counterparties and partners;

12.1.3. Whenever market bias and conditions are not considered by AMBroker to be normal;

12.1.4. in case when trading account balance exceeds certain amount that is posted in AMBroker website section that is related to the trading conditions and terms in the particular account type description.

13. QUOTES DATABASE

13.1. AMBroker has the right to refresh, update and modify historical quotes data for purposes of error correction, filling gaps arising from server downtime and for any other purposes AMBroker, in its sole discretion, deems reasonable.

13.2. AMBroker has the right to use any sources of historical quotes data for building its own charts.

13.3. In the event any dispute or claim is related to missing or erroneous charts data, AMBroker shall make its decisions solely using server log-file records and corrected charts data.