

Terms of Business for Standard And Micro Accounts.



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1. Introductory Remarks

1.1. These Terms of Business shall govern all actions regarding the handling and execution of Client instructions and requests by COMMERCIAL GROUP FX LIMITED (hereinafter, "Company"), which provides the MetaTrader trading service under the terms of the Client Agreement (hereinafter, "Client Agreement") on STANDARD and MICRO accounts.

1.2. These Terms of Business define:

- a) principles of opening/closing positions and placing/modifying/deleting/executing orders under Normal and Abnormal Market Conditions;
- b) the Company's actions in respect to the Client's open positions if the Margin Level on the trading account should be insufficient to support such open positions;
- c) procedures of dispute resolution and methods of communication between the Client and the Company.

1.3. All the terms and conditions which govern the Client's trading transactions are described in these Terms of Business, the Client Agreement, the Risk Disclosure documents and any other applicable document which can be found in the "Regulatory Documents and Agreements" available on the Company's website (www.cgfx.com).

2. General Terms

Handling of Client Requests and Instructions

2.1. There are two quotation mechanisms which are used to trade: Request Execution and Instant Execution. Details on the quotation mechanism for each Instrument are specified in the "Contract Specifications" subsection in the "FOREX, METALS & CFDS" section of the Company Website.

2.2. The procedure for handling Client requests and instructions given through the Client Terminal is as follows:

- a) the Client gives an instruction or request which is checked for validity within the Client Terminal;
- b) the Client Terminal sends the instruction or request to the Server;
- c) if the connection between the Client Terminal and Server has not been disrupted, the Server receives the instruction or request and begins the verification process;

- d) a valid Client instruction or request is placed in a queue sorted by instruction or request arrival time and the status "Order is accepted" appears in the "Order" window of the Client Terminal;
 - e) an instruction or request which is placed in the queue before other instructions or requests is sent to the Company¹ for processing. The status "Order is in process" appears in the "Order" window of the Client Terminal;
 - f) the Company sends the Server the execution result of the Client's instruction or request;
 - g) the Server sends the result of the Client instruction or request to the Client Terminal;
 - h) if the connection between the Client Terminal and Server has not been disrupted, the Client Terminal registers the result of the Client instruction or request. The time registered in the Client Terminal Log File is the time the Client Terminal receives a response. For this reason, the time recorded in the Client Terminal Log File may differ from the time in the Server Log File.
- 2.3. The Client has the right to cancel a given instruction or request only if the instruction or request is still in the queue and has the "Order is accepted" status. To cancel an order, the Client must click the "Cancel order" button. The Client cannot cancel an instruction or request given by an Expert Advisor.
- 2.4. The Client may not cancel an instruction or request if it already is being processed by the Company and the status is "Order is in process".
- 2.5. All quotes that the Client receives through the Client Terminal are indicative and are the best available Bid and Ask prices that are received from the Liquidity Provider.
- 2.6. All matters regarding the current market price are at the sole discretion of the Company.
- 2.7. Each client request or instruction placed in the queue has a maximum waiting period within which it must be executed (three minutes at the time of the publishing of these Terms of Business). If a request or instruction has not been transmitted to the Company within this period of time, the request or instruction is deleted from the queue. In this case, the Client must send a new request or instruction. The Company fulfills the request of instruction as quickly as possible after having received it.
- 2.8. In the cases listed below, the Company has the right to decline a Client instruction or request:
- a) if the instruction or request precedes the first quote in the Trading Platform at Market Opening;
 - b) under Abnormal Market Conditions;
 - c) when the number of orders given by the Client continuously exceeds ten requests for each open position over the course of an extended period of time;
 - d) if the Client's free margin is insufficient to open a position of the requested volume;

¹ Depending on the amount of time the Company needs to process a request or an instruction, it is possible that the recorded execution time in the Server Log File of the first request or instruction in the queue will be later than the execution time of the following request or instruction.

- e) if the limit for the overall volume of a Client position and/or number of orders on this type of account has been exceeded.

In these cases, one of the following messages will appear in the Client Terminal: “Off quotes”; “Cancelled by dealer”; “Not enough money”; “Trade is disabled”.

Illegal Operations

The Company reserves the right to consider any transactions illegal, and to be terminated by the Company if they were conducted under any of the following procedures, the Company reserves the right to terminate a Client’s account with the Company if found to be using any of the following:

- a) Trading Robots
- b) Automated Trading Bots
- c) Suspicious IP Addresses used when trading

Trading Operations

2.9. The Ask price is used when making a “buy” transaction. The Bid price is used when making a “sell” transaction.

- a) Long positions are opened at the Ask price. Short positions are opened at the Bid price.
- b) the Bid price is used when closing a long position (i.e. sell). The Ask price is used to close a short position (i.e. buy).

Rollover (Swap), Dividends and Commissions

2.10. The rollover begins at 23:59:45 (server time). All positions remaining open from 23:59:45 to 23:59:59 (server time) will be rolled over to the next day. Storage fees are charged for carrying positions overnight.

2.11. The Company reserves the right to change its storage fees (swap rates) and commissions. Information about changes in the Company’s storage fees and commissions (if available) can be found in the “Swap Fees” available on the Company Website.

2.11.1. The Company’s storage fees (swap rates) and commission levels can be found in the “FOREX, METALS & CFDS” section of the Company Website. **Spread**

2.12. Spreads are indicated on the Company Website in the “FOREX, METALS & CFDS” section.

2.13. Spreads are not fixed and can change in value depending on market conditions and streaming quotes offered by liquidity providers.

Leverage

2.14. Leverage is indicated on the Company Website in the “FOREX, METALS & CFDS” section.

2.15. The Company reserves the right to change the leverage on new positions and positions that are already open.

2.16. The Company reserves the right to change the amount of leverage it provides to any particular client, at any time, and at its sole discretion.

Provision of Quotes

2.17. The Company shall not be obliged to, but may, at its sole discretion, execute Client requests and instructions on any instrument outside of its normal trading hours, which are indicated in the "Contract Specifications" subsection of the "FOREX, METALS & CFDS" section of the Company Website.

2.18. Quotes displayed on the Company Website are indicative.

Quote Base Synchronization

2.19. Should there be an unforeseen break in the Server's Quotes Flow caused by any kind of software or hardware failure, the Company shall have the right to synchronize the Quote Base on the Server with other sources. These sources can include:

- a) the Quote Base on the Demo Server;
- b) any other source of Quotes.

2.20. If a disputed situation arises concerning a break in the Quotes Flow, all decisions will be made in accordance with the synchronized Quote Base.

Transfer of Inactive Trading Accounts to the Archive

2.21. Should an inactive trading account be transferred to the archive:

- a) the Client acknowledges that the Company is entitled to transfer inactive trading accounts to the archive. The Client's inactive account shall be transferred from the trading terminal base to the archive, resulting in the Client's access and ability to complete any operations being blocked, but the account history and balance being saved;
- b) the Client can restore an archived trading account by filing a request in emailing the company at info@cgfx.com;
- c) the Company shall restore the trading account within 3 (three) working days of receiving the request to restore a trading account from the archive;
- d) the Company shall give the Client written notification the day the trading account has been restored.

Trading Account History

2.22. The Company reserves the right to:

- a) archive trading and non-trading operations over a month old that are displayed in the terminal;
- b) delete pending orders from the trading account's history that were cancelled either by the Client or the Company.

Commissions, Charges and Other Costs

- 2.23. The Client shall be obliged to pay the Company the commissions, charges and other costs as described in the “FOREX, METALS & CFDS” section on the Company Website.
- 2.24. The Company may change commissions, charges and other costs without giving the Client prior written notification. All changes are displayed on the Company Website.
- 2.25. Subject to compliance with all applicable rules and regulations, the Company shall not be under any obligation to disclose to, or provide the Client with, any report of benefits, profits, commissions or other remunerations made or received by the Company on any Client transaction, unless otherwise agreed in any of the Regulations.

Margin

- 2.26. The Client is obliged to deposit and maintain the initial margin and/or hedged margin in the amount specified by the Company. The size of the initial margin and/or hedged margin is indicated in the “FOREX, METALS & CFDS” section on the Company Website.
- 2.27. The initial margin or hedged margin for a position is fixed upon the position being opened.
- 2.28. The Client shall be responsible for maintaining the necessary margin level on the trading account.
- 2.29. The Company is not responsible for Stop Outs that occur as a result of funds not being transferred to the Client’s account in a timely fashion.

3. Opening a Position

- 3.1. The Client shall specify the following to give an instruction to open a position: a)

instrument;

b) transaction size;

c) opening price.

Instruments Quoted by Instant Execution

- 3.2. To open a position via the Client Terminal without using an Expert Advisor, the Client must press the “Buy” or “Sell” button at the moment the Client is satisfied with the prices in the Company’s Quotes Flow.
- 3.3. To open a position via the Client Terminal using an Expert Advisor, the Advisor generates an instruction to complete a trading operation at the current quote.

Instruments Quoted by Request Execution

- 3.4. To open a position via the Client Terminal without using an Expert Advisor, the Client shall send a request. The Client may open a position at the offered quote (Bid/Ask) by pressing the “Buy” or “Sell” button. The Company has the right to cancel the quote if the Client has not sent an

instruction within 3 (three) seconds of receiving the quote or if the market shifts and the quote becomes invalid.

- 3.5. To open a position via the Client Terminal using an Expert Advisor, the Advisor generates a request. Should the Company offer a quote that differs from the Expert Advisor's quote by no more than the maximum deviation value, the Expert Advisor shall send an instruction to the Server to open a position at the quote offered by the Company.

Processing and Execution of Instructions to Open a Position

- 3.6. Once the Server receives the Client's instruction to open a position, it automatically checks whether the free margin is sufficient to open the position:

- a) the new position is provisionally added to the list of open positions;
- b) the new necessary margin ("new margin") for the Client's aggregate position, including the provisionally added new position, is calculated at the current market prices at the moment of verification²;
- c) Floating Profits/Losses on all open positions, including the provisionally added new position, are calculated at the current market prices;
- d) the new "free margin" is calculated³.

- 3.6.1. Taking the Free Margin calculation into account, the position may or may not be opened depending on the following conditions:

- If the free margin is greater than or equal to zero, and the total volume of Client positions (including the provisionally added position) doesn't exceed the limit for the respective account type, the position will be opened. The opening of the position will be accompanied by a corresponding entry on the server log file.
- If the free margin is greater than or equal to zero, but the total volume of Client positions (including the provisionally added position) exceeds the limit for the respective account type, the position will not be opened.

- 3.7. If the free margin is less than zero, the Company reserves the right not to open the position. The Company shall have the right to quote a new price if the current quote changes while processing a Client's request or instruction. In this case, the "Requote"³ window will appear. If the Client is satisfied with the new price, the Client should press the "OK" button within 3 (three) seconds while the quote is valid. The instruction will be sent to the Server again and the Server will start the process of verification, as set out in clauses

² For locked positions, the "Hedged Margin" parameter is used. Otherwise, the "Initial Margin" parameter is used, which is calculated according to the average weighted (by volume) price of non-locked positions. You can find the formula along with an example calculation in the FAQ section of the Company Website. ³ Free Margin = Balance – New Margin + Floating Profit - Floating Loss.

³ If the maximum deviation value is set above zero and the difference between the previous and the new quote offered by the Dealer is lower or equal to the value indicated for the maximum deviation, the Server will not provide the Client Terminal with a new quote and will open the position. Therefore the new opening price in the predefined range can be either better or worse than the previous quote.

2.2, 3.6, 3.7. If the Client does not press the “OK” button within 3 (three) seconds, the quote becomes invalid and will be considered as a refusal by the Client to open the position.

- 3.8. An instruction to open a position shall be deemed executed and the position shall be deemed open once the corresponding record appears in the Server Log File.
- 3.9. Each open position in the trading platform is assigned a ticket.
- 3.10. The Client acknowledges that the Company requires a reasonable amount of time to execute Client instructions.

4. Closing a Position

- 4.1. The Client shall specify the following to give an instruction to close a position: a) ticket;
 - b) transaction size;
 - c) closing price.

Instruments Quoted by Instant Execution

- 4.2. To close a position via the Client Terminal without using an Expert Advisor, the Client must press the “Close...” button at the moment the Client is satisfied with the prices in the Company’s Quotes Flow.
- 4.3. To close a position via the Client Terminal using an Expert Advisor, the Advisor generates an instruction to complete a trading operation at the current quote.

Instruments Quoted by Request Execution

- 4.4. To close a position via the Client Terminal without using an Expert Advisor, the Client shall send a request by pressing the “Request” button. Once the Client has received a satisfactory quote (Bid/Ask), the Client should press the “Close...” button within 3 (three) seconds while the quote is still valid. The Company has the right to cancel the quote if the Client has not sent an instruction while the quote is valid.
- 4.5. To close a position via the Client Terminal using an Expert Advisor, the Advisor generates a request. Should the Company offer a quote that differs from the Expert Advisor’s quote by no more than the maximum deviation value, the Expert Advisor shall send an instruction to the Server to close the position at the quote offered by the Company.

Processing and Execution of Instructions to Close a Position

- 4.6. The Company shall have the right to quote a new price if the current quote changes while processing a Client’s request or instruction. In this case, the “Requote” window will appear⁴. If the Client is satisfied with the new price, the Client should press the “OK” button within 3

⁴ If the maximum deviation value is set above zero and the difference between the previous and the new Quote offered by the Dealer is lower or equal to the value indicated for the maximum deviation, the Server will not provide the Client Terminal with a new quote and will open the position. Therefore the new opening price in the predefined range can be either better or worse than the previous Quote.

(three) seconds while the quote is valid. The instruction will be sent to the Server again and the Server will start the process of verification as set out in clauses

2.2, 3.6. If the Client does not press the “OK” button within 3 seconds, the quote becomes invalid and this will be considered as a refusal by the Client to close the position.

- 4.7. If the list of open positions on a trading account includes two or more locked positions, then once an instruction or request to close one of them has been generated, the additional “Close By” option will appear in the “Type” drop-down list. If the Client chooses this option, a list of opposite open position(s) will appear. Once the Client selects a position, the “Close#.... by#” button will be enabled. By pressing this button, the Client closes locked positions of the same volume or partially closes two locked positions of different volumes. The smaller position and equivalent part of the larger position will be closed, and a new open position will be generated in the same direction as the larger position and assigned with a new ticket.
- 4.8. If the list of open positions on a trading account includes two or more locked positions, then once an instruction or request to close one of them has been generated, the additional “Multiple Close By” option will appear in the “Type” drop-down list. If the Client chooses this option, a list of all position(s) on this instrument will appear and the “Multiple Close#.... by#” button will be enabled. By pressing this button, the Client closes all locked positions and a new open position will be generated in the same direction as the larger total volume and assigned with a new ticket.
- 4.9. An instruction to close a position shall be deemed executed and the position shall be deemed closed once the corresponding record appears in the Server Log File.
- 4.10. The Client acknowledges that the Company requires a reasonable amount of time to execute Client orders.

5. Pending Orders

Pending Order Types in the Trading Platform

5.1. The following orders may be used to open a position in the trading platform:

- a) “Buy Stop” – an order to open a long position at a price higher than the price at the time the order is placed;
- b) “Sell Stop” – an order to open a short position at a price lower than the price at the time the order is placed;
- c) “Buy Limit” – an order to open a long position at a price lower than the price at the time the order is placed;
- d) “Sell Limit” – an order to open a short position at a price higher than the price at the time the order is placed.

5.2. The following orders may be used to close a position:

- a) "Stop Loss" – an order to close a previously opened position at a price less profitable for the Client than the opening price;
- b) "Take Profit" – an order to close a previously opened position at a price more profitable for the Client than the opening price;
- c) "If-Done Order" – Stop Loss and/or Take Profit Orders which are activated only after their corresponding Pending Order has been executed.

Order Timing and Duration

- 5.3. The Client may only place, modify or delete orders within the trading hours for the relevant instrument. The trading hours for each instrument are indicated in the "Contract Specifications" subsection of the "FOREX, METALS & CFDS" section on the Company Website.
- 5.4. Pending orders on instruments have "GTC" ("Good Till Cancelled") status. The Client can set a concrete expiry date and time in the "Expiry" field; otherwise the order will be executed after an indefinite period. The order status for each instrument can be found in the "Contract Specifications" subsection of the "FOREX, METALS & CFDS" section on the Company Website.
- 5.5. Stop Loss and Take Profit orders on all instruments have "GTC" status ("Good Till Cancelled") and are executed after an indefinite period.

Procedure for Placing an Order

- 5.6. To give an instruction to place a Pending order, the Client shall specify the following required parameters:
 - a) instrument;
 - b) transaction size;
 - c) order type (Buy Stop, Buy Limit, Sell Stop, or Sell Limit);
 - d) order level.

The Client may also set the following optional parameters:

- a) Stop Loss level. "0.0000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);
- b) Take Profit level. "0.0000" means that Take Profit has not been placed (or has been deleted if it was placed earlier);
- c) Pending order expiry date and time.

The instruction will be declined if:

- a) any of the required parameters is not specified or is incorrect;
- b) any of the optional parameters is incorrect. In this case, if the orders are placed via the Client Terminal without using an Expert Advisor, the "Invalid S/L or T/P" error message will appear.
- c) the Client's Trading Account has limits in respect of the total number of Pending Orders and the instruction exceeds these limits. The "Trade is disabled" message will appear

when the Client tries to place a Pending Order in the Client Terminal without using an Expert Advisor.

5.7. To give an instruction to place a Stop Loss or Take Profit order, the Client shall specify the following required parameters:

- a) Ticket of the open position;
- b) Stop Loss level. "0.0000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);
- c) Take Profit level. "0.0000" means that Take Profit has not been placed (or has been deleted if it was placed earlier).

If any of the parameters are incorrect when placing a Pending Order via the Client Terminal without using an Expert Advisor, the instruction will be declined and the "Modify..." button will remain inactive.

5.8. To give an instruction to place If-Done orders on a Pending Order, the Client shall specify the following required parameters:

- a) ticket of the Pending Order for which the If-Done orders are intended;
- b) Stop Loss level. "0.0000" means that a Stop Loss has not been placed (or has been deleted if it was placed earlier);
- c) Take Profit level. "0.0000" means that a Take Profit has not been placed (or has been deleted if it was placed earlier).

If any of the parameters are incorrect when placing a Pending Order via the Client Terminal without using an Expert Advisor, the instruction will be declined and the "Modify..." button will remain inactive.

5.9. When giving an instruction to place Stop Loss and/or Take Profit orders on an open position or Pending Order, the difference in pips between the Pending Order level and the current market price must be no less than the "Limit & Stop Levels" parameter indicated for each instrument in the "Contract Specifications" subsection of the "FOREX, METALS & CFDS" section on the Company Website, and the following conditions must be satisfied:

- a) for a Stop Loss order on a short position: the current market price is considered the Ask price and the order must be placed no lower than the Ask price plus the "Limit & Stop Levels" value set for this instrument;
- b) for a Take Profit order on a short position: the current market price is considered the Ask price and the order must be placed no higher than the Ask price minus the "Limit & Stop Levels" value set for this instrument;
- c) for a Stop Loss order on a long position: the current market price is considered the Bid price and the order must be placed no higher than the Bid price minus the "Limit & Stop Levels" value set for this instrument;
- d) for a Take Profit order on a long position: the current market price is considered the Bid price and the order must be placed no lower than the Bid price plus the "Limit &

Stop Levels" value set for this instrument;

- e) for a Buy Limit order: the current market price is considered the Ask price and the order must be placed no higher than the Ask price minus the "Limit & Stop Levels" value set for this instrument;
- f) for a Buy Stop order: the current market price is considered the Ask price and the order must be placed no lower than the Ask price plus the "Limit & Stop Levels" value set for this instrument;
- g) for a Sell Limit order: the current market price is considered the Bid price and the order must be placed no lower than the Bid price plus the "Limit & Stop Levels" value set for this instrument;
- h) for a Sell Stop order: the current market price is considered the Bid price and the order must be placed no higher than the Bid price minus the "Limit & Stop Levels" value set for this instrument.

5.10. When giving an instruction to place an If-Done Order on a Pending Order, the difference in pips between the If-Done Order Level and the Pending Order level must be no less than the "Limit & Stop Levels" parameter indicated for each instrument in the "Contract Specifications" subsection of the "FOREX, METALS & CFDS" section on the Company Website, and the following conditions must be satisfied:

- a) a Stop Loss order on a Buy Limit or Buy Stop order must be placed no higher than the level of the Pending Order minus the "Limit & Stop Levels" value set for this instrument;
- b) a Stop Loss order on a Sell Limit or Sell Stop order must be placed no lower than the level of the Pending Order plus the "Limit & Stop Levels" value set for this instrument;
- c) a Take Profit order on a Buy Limit or Buy Stop order must be placed no lower than the level of the Pending Order plus the "Limit & Stop Levels" value set for this instrument;
- d) a Take Profit order on a Sell Limit or Sell Stop order must be placed no higher than the level of the Pending Order minus the "Limit & Stop Levels" value set for this instrument.

5.11. Limit and Stop levels are indicated in the "Contract Specifications" subsection of the "FOREX, METALS & CFDS" section on the Company Website. The Client acknowledges that these levels may be changed.

5.12. An instruction to place an order shall be deemed executed and the order shall be deemed placed once the corresponding record appears in the Server Log File.

5.13. Each Pending Order is assigned with a ticket.

5.14. The Company reserves the right to decline an instruction to place an order should, while processing this instruction, the current quote reach a level at which at least one of the conditions of either clause 5.9 or 5.10 is breached.

Order Modification and Deletion

5.15. To give an instruction to modify Pending Order parameters (the level of the Pending

Order and/or If-Done Orders), the Client shall specify the following required parameters: a)

ticket;

b) Pending Order level;

c) Stop Loss level;

d) Take Profit level.

If any of the parameters are incorrect when placing/modifying/deleting an order via the Client Terminal without using an Expert Advisor, the instruction will be declined and the “Modify...” button will remain inactive.

5.16. To give an instruction to modify Stop Loss and Take Profit orders on an open position, the Client shall specify the following required parameters:

a) Ticket;

b) Stop Loss level;

c) Take Profit level.

If any of the parameters are incorrect when placing/modifying/deleting orders via the Client Terminal without using an Expert Advisor, the instruction will be declined and the “Modify...” button will remain inactive.

5.17. To give an instruction to delete a Pending Order, the Client shall specify its ticket.

5.18. An instruction to modify or delete an order shall be deemed executed and the order shall be deemed modified or deleted once the corresponding record appears in the Server Log File.

5.19. The Company reserves the right to decline an instruction to modify or delete an order should, while processing, the order be placed in the queue to be executed in accordance with clause 5.22.

5.20. Should the processing of an instruction to modify or delete an order be completed only after the order is placed in the queue to be executed in accordance with clause 5.22, the Company reserves the right to cancel the modification or deletion of the order.

5.21. The Client acknowledges that the Company requires a reasonable amount of time to execute Client instructions.

Order Execution

5.22. The order will be placed in the queue to be executed in the following cases⁵:

a) a Take Profit on an open long position is placed in the queue to be executed if the

⁵ In charts in the Client Terminal, the high point on a Bar or Candle is the maximum Bid price and the low point on a Bar or Candle is the minimum Bid price. The minimum Ask price is the low point on a Bar or Candle plus the Spread. The maximum Ask price is the high point on a Bar or Candle plus the Spread.

Bid price in the quotes flow becomes equal to or higher than the order level;

- b) a Stop Loss on an open long position is placed in the queue to be executed if the Bid price in the quotes flow becomes equal to or lower than the order level;
- c) a Take Profit on an open short position is placed in the queue to be executed if the Ask price in the quotes flow becomes equal to or lower than the order level;
- d) a Stop Loss on an open short position is placed in the queue to be executed if the Ask price in the quotes flow becomes equal to or higher than the order level;
- e) a Buy Limit is placed in the queue to be executed if the Ask price in the quotes flow becomes equal to or lower than the order level;
- f) a Sell Limit is placed in the queue to be executed if the Bid price in the quotes flow becomes equal to or higher than the order level;
- g) a Buy Stop is placed in the queue to be executed if the Ask price in the quotes flow becomes equal to or higher than the order level;
- h) a Sell Stop is placed in the queue to be executed if the Bid price in the quotes flow becomes equal to or lower than the order level.

5.23. Once a request to place a Pending Order is put in the queue to be executed, the Server automatically checks whether the Free Margin is sufficient to open the position:

- a) the new position is provisionally added to the list of open positions;
- b) the new Necessary Margin (“New Margin”) for the Client’s aggregate position, including the provisionally added new position, is calculated at the current market prices at the moment of verification⁶;
- c) Floating Profits/Losses are calculated at the current market prices on all open positions;
- d) the new “Free Margin”⁸ is calculated;
- e) if, after completing calculations for the new position mentioned above, the:
 - “Free Margin” is more than or equal to zero and the aggregate Client position, including the provisionally added new position, does not exceed the limits set for this type of account, the order will be executed and the position will be opened. This opening will be accompanied by a corresponding record in the Server Log File and the position opened will hold the same ticket as the Pending Order that opened the position;
 - “Free Margin” is more than or equal to zero and the aggregate Client position, including the provisionally added new position, exceeds the limits set for this type of account, the order will be canceled. This cancellation will be accompanied by a corresponding record in the Server Log File;

⁶ For locked positions, the “Hedged Margin” parameter is used, and for all non-locked positions, “Initial Margin” is used, which is calculated at the average weighted price (in terms of volume) of all non-locked positions. The equation and an example of margin calculation can be found on the Company Website in the “FAQ” section. ⁸ Free Margin = Balance – New Margin + Floating Profit - Floating Loss

- “Free Margin” is less than zero, the Company then has the right to decline the instruction to open the position and delete the Pending Order.

5.24. An order is deemed executed once the corresponding record appears in the Server Log File.

5.25. All pending orders, in addition to Stop Loss and Take Profit orders are executed by the Company at the stated price or at the price available at the moment of execution. The price at which the order is executed may differ from the order level.

5.26. If the order level of a pending order, Stop Loss or Take Profit order falls within a price gap at market opening or in the quotes flow, the order will be executed by the Company at the stated price or the price available at the moment of execution. The price at which the order is executed may differ from the order level.

6. Stop Out

6.1. The Company is entitled to involuntarily close the Client’s open positions without the consent of the Client or any prior notice if the level of equity in relation to the margin on the trading account is less than or equal to the Stop Out level. The Stop Out level is indicated in the “FOREX, METALS & CFDS” section on the Company Website.

6.2. The Margin Level is monitored by the Server. In the event that the conditions of clause 6.1 are fulfilled, the Server will generate an instruction to forcefully close a position (Stop Out). A Stop Out is executed by the market quote in the order of priority in the queue of Client instructions. The Client agrees that the price at which the order is executed may be different from the quote at which the Stop Out instruction was generated. A forced close of a position is accompanied by a corresponding note in the “Log File” marked as “Stop Out.”

6.3. Should the Client have several open positions, the first position to be placed in the queue for involuntary closure is the position with the highest Floating Loss⁷.

6.4. Should the execution of Stop Out result in negative equity on the Client’s trading account, the Company shall have the right to bring the equity to zero.

6.5. In accordance with section 9 of these Terms of Business, the Company retains the right to forcefully close any of the Client’s positions without prior warning or the Client’s agreement.

6.6. If changes are made to the list of trading instruments, the Company shall have the right to forcefully close any open positions of the Client should these positions involve the use of instruments which are no longer provided by the Company. The closure of positions will take place at the last available price.

⁷ If the Client has several open positions on a standard.mt4 account, the first position to be placed in the queue for involuntary closure is the position with the highest margin.

7. Principles of Working in the MetaTrader 4 Trading Platform

- 7.1. Where the Client uses the netting system for the calculation of positions: only one position whose volume changes where other trades are conducted for this instrument may be opened on a single trading account for each instrument. The direction of the position will correspond to the direction of the trade with the largest aggregate volume. Where the aggregate volume is equal for transactions to buy and sell, the position will be closed.
- 7.2. Where the Client uses the hedging system for the calculation of positions: several trading positions may be opened on a single trading account for each and the same instrument, including in different directions. Where the aggregate volume is equal for transactions to buy and sell, the positions will not be closed.
- 7.3. Along with the order types listed in clause 5.1 of these Regulations, the following types of pending orders to open positions may be placed in the MetaTrader 4 trading platform:
- a) Buy Stop Limit: this allows traders to set limit orders to buy (Buy Limit) where the Ask price reaches the stop level indicated in the order;
 - b) Sell Stop Limit: this allows traders to set limit orders to sell (Sell Limit) where the Bid price reaches the stop level indicated in the order.
- 7.4. Where the Client makes a request to place pending Buy Stop Limit and Sell Stop Limit orders, other than the parameters listed in clause 5.6 of these Regulations, the obligatory Stop Limit Level parameter must be indicated.
- 7.5. Where the Client makes a request to place pending Buy Stop Limit and Sell Stop Limit orders, the distance in points between the level at which the order was set and the current market price should not be less than the amount of points indicated in the Contract Specifications for the instrument in question, and the following conditions must be satisfied:
- a) for Buy Stop Limit orders: the current market price is considered as the Ask price and the order should not be placed below the Ask price, plus the amount of points indicated;
 - b) for Sell Stop Limit orders: the current market price is considered as the Bid price and the order should not be placed below the Bid price, minus the amount of points indicated.
- 7.6. Where the Client makes a request to place If Done orders for pending Buy Stop Limit and Sell Stop Limit orders, the Client should take into account the difference between the level of the If Done order and the level of the Stop Limit for Buy Stop Limit pending orders and the Sell Stop Limit should not be less than the amount of points indicated in the Contract Specifications for each instruments, with the following conditions being satisfied:
- a) Stop Loss orders for pending Buy Stop Limit orders must not be set above the Stop Limit level, minus the amount of points indicated;
 - b) Stop Loss orders for pending Sell Stop Limit orders must not be set below the Stop

Limit level, plus the amount of points indicated;

- c) Take Profit orders for pending Buy Stop Limit orders must not be set below the Stop Limit level, plus the amount of points indicated;
 - d) Take Profit orders for pending Sell Stop Limit orders must not be set above the Stop Limit level, minus the amount of points indicated.
- 7.7. Where the Client makes a request to modify the parameters of Buy Stop Limit and Sell Stop Limit orders (the level of the pending order and/or Stop Limit level and/or If Done orders for the pending order in question), other than the parameters indicated in clause 5.15 of these Regulations, the Stop Limit parameter for the level must be indicated.
- 7.8. The order is placed in the queue to be executed in the following circumstances:
- a) Buy Stop Limit orders are placed in the queue to be executed where the Ask price in the quotes flow becomes equal or above the order level;
 - b) Sell Stop Limit orders are placed in the queue to be executed where the Bid price in the quotes flow becomes equal or below the order level.

8. Communication

8.1. In order to communicate with the Client, the Company may use:

- a) trading platform internal mail;
- b) email;
- c) telephone;
- d) post;
- e) announcements in the "Company News" subsection of the "News" section on the Company Website.

The Company will use Client contact details as specified when opening an account, or updated in accordance with clause 8.3 of these Terms of Business. The Client shall agree to accept any correspondence from the Company at any time.

8.2. Any communications sent to the Client (documents, notices, confirmations, statements etc.) are deemed received:

- a) if sent by email, within one hour after emailing it;
- b) if sent by trading platform internal mail, immediately after sending it;
- c) if by telephone, then once the telephone conversation has been finished;
- d) if sent by post, 7 (seven) calendar days after posting it;
- e) if posted in the "Company News" subsection of the "News" section on the Company Website, within one hour after it has been posted.

8.3. The Client shall notify the Company immediately of any change in the Client's contact details.

- 8.4. Every trading operation is confirmed in a report (Daily Confirmation), which is sent by email on the next business day after the execution.
- 8.5. On the first day of each month, the Client shall receive a statement by email regarding all transactions completed during the previous month.
- 8.6. The Client acknowledges that any telephone conversation between the Client and the Company may be recorded magnetically or electronically. Such recordings shall be and will remain the sole property of the Company and constitute evidence of the Client's instructions.

9. Procedure for Dispute Resolution

Complaint Procedure

- 9.1. Should any dispute arise where the Client reasonably believes that the Company, as a result of any action or failure to act, breaches one or more terms of these Terms of Business, the Client shall have the right to lodge a complaint with the Company. Complaints should be received by the Company within 3 (three) business days of the grievance arising.
- 9.2. To file any complaint, the Client should complete the standard complaint form available on the Company website. A new complaint is assigned with a unique number (TID) and the Client will be advised of the complaint status in a confirmation sent by the company. All complaints filed through any other method (forum, email, telephone, etc.) will not be taken into consideration⁸.
- 9.3. A complaint must include:
 - a) the Client's name and surname (or company name if the Client is a legal entity);
 - b) the Client's login to the trading platform;
 - c) the date and time of the complaint's origin (trading platform time);
 - d) tickets of all disputed positions and/or Pending Orders;
 - e) a description of the dispute, supported by reference to these Terms of Business.
- 9.4. The complaint must not include:
 - a) emotional description/appraisal of the dispute;
 - b) offensive language;
 - c) obscenities or expletives.
 - d) threats.
- 9.5. The Company shall have the right to reject a complaint if any of clauses 9.1, 9.2, 9.3 and 9.4 has been breached.

⁸ Disputes on demo and contest accounts will be resolved in conjunction with the Technical Support Department (correspondence can be sent to support@cgfx.com, contest@cgfx.com or by any other means mentioned in the "Contacts" subsection of the "About Us" section on the Company Website).

Server Log File

- 9.6. The Server Log File shall be the main source of information in the case of any dispute. Information from the Server Log File has absolute priority over all other arguments in consideration of the dispute, including the Client Terminal Log File⁹.
- 9.7. Should there be no relevant record in the Server Log File supporting the Client's grounds for the complaint, an argument referencing the existence of such a record shall be considered invalid.

Indemnification

- 9.8. The Company may resolve all disputes by:
- a) crediting/debiting compensation to/from the Client's trading account, accompanied by a corresponding note with an "Indemnification" remark;
 - b) reopening erroneously closed positions;
 - c) deleting erroneously opened positions or placed orders;
 - d) closing positions in accordance with clauses 6.5 and 10.36 of these Terms of Business.

Dispute resolution shall be at the sole discretion of the Company, who in each case shall have the right to choose one of the methods described in section 9 of these Terms of Business.

Disputes not covered under these Terms of Business shall be resolved in accordance with common market practice and the Company's judgment on a fair resolution of the dispute.

Should the quotes flow be interrupted due to software and/or hardware failure, all decisions in respect of the dispute shall be made based on synchronized quotes in accordance with clause 2.18 of these Terms of Business.

Additional rights of the Company regarding dispute resolution

- 9.9. The Company reserves the right to independently launch an inquiry or to resolve a dispute in accordance with these Terms of Business. In such cases, the maximum time period for considering a dispute and taking steps towards its resolution is 3 days. However, in some cases, this period may be extended.
- 9.10. In the case of irregular quotes from liquidity providers, the Company reserves the right to limit trading to Close Only mode (only the closing of positions is available) on the respective instruments without prior warning.
- 9.11. The Company reserves the right, at its sole discretion, and without prior warning, to block the instructions on a trading account sent by an Expert Advisor.
- 9.12. The Company shall not be liable to the Client if, for any reason, the Client has received less profit than the Client had hoped for or has incurred a loss as a result of an uncompleted action which the Client had intended to complete.
- 9.13. The Company shall not indemnify the Client for any circumstantial or non-pecuniary damage (emotional distress etc.).

⁹ The Client Terminal Log File does not register every stage in the execution of Client instructions or requests.

- 9.14. The Compliance Department shall consider the Client's complaint as soon as reasonably practicable, but in any case, within 5 (five) business days after it is received. In some situations, the complaint consideration process may be extended.
- 9.15. The Company shall take all necessary steps to settle the dispute in accordance with clauses 9.8, 9.12, and 9.13 of these Terms of Business immediately, or in any case, no later than 1 (one) business day after the decision regarding the dispute is made.

Complaint Rejection

- 9.16. If the Client has been notified of routine maintenance on the Server in advance by trading platform internal mail or any other method, complaints filed concerning any unexecuted instructions given during such maintenance shall not be accepted. The fact that the Client did not receive a notification shall not constitute grounds for a complaint.
- 9.17. Complaints concerning order execution time shall not be accepted, regardless of how long the Company took to execute the order and how long it took before the record of order execution appeared in the Server Log File, provided that clause 5.22 has not been breached.
- 9.18. No Client complaints will be accepted in respect of the cancellation of financial results from deals made using temporary excess Free Margin on the trading account gained as a result of a profitable position (subsequently cancelled by the Company) opened at an Error Quote (Spike) or at a quote received as a result of a manifest error.
Any references made by the Client to quotes of other companies or informational systems during the process of reviewing the dispute are irrelevant and shall not be taken into account.

10. Placing and Modifying Pending and If-Done Orders

- 10.1. Pending Orders and/or If-Done orders are considered to be erroneously placed or modified in the following cases:
 - a) the instruction precedes the first quote for this instrument in the trading platform at market opening;
 - b) the Client's instruction to place a Pending Order is sent when an error quote (spike) appears in the trading platform and is thus in breach of clause 5.9, as the Server did not check the validity of the Instruction based on the quote prior to the spike, but on the spike itself;
 - c) the order is placed or modified in breach of clause 5.9 or 5.10 due to a manifest error on the part of the Company;
 - d) the order is placed or modified in breach of clause 5.9 or 5.10 due to a failure in the software of the trading platform.

In these cases, the Company, pursuant to clause 10.1 of these Terms of Business or after a reasonable Client-lodged complaint, shall:

- a) delete the Pending Order if it has not been triggered yet;
- b) delete the position opened as a result of the Pending Order's execution.

- 10.2. If the Pending Order is placed in the queue to be executed, but the Company erroneously confirms its modification, then the Company shall have the right to trigger this Pending Order at the level set before the last modification.
- 10.3. No complaints shall be accepted should the Client be unable to place a Pending Order or modify the levels of Pending Orders and/or If-Done orders:
- a) because of a poor Internet connection on the side of the Client or the Server and in the absence of records in the Server Log File to prove the Client's attempt(s) to give such an instruction;
 - b) if the Client's instruction to place a Pending Order is sent when an error quote (spike) appears in the trading platform and is thus in breach of clause 5.9, as the Server did not check the validity of the instruction based on the quote prior to the spike, but on the spike itself;
 - c) if the instruction precedes the first quote for this instrument in the trading platform at market opening;
 - d) as a result of a manifest error on the part of the Company or if the Company has not processed the Client's instruction, and there are no records in the Server Log File to prove the Client's attempt(s) to give such an instruction;
 - e) due to the failure of the trading platform software and/or hardware and the absence of records in the Server Log File to prove the Client's attempt(s) to give such an instruction.
- 10.4. No complaints shall be accepted should the Client be unable to place a Pending Order or modify the levels of Pending and/or If-Done orders if the Pending Order has been already placed in the queue to be executed.
- 10.5. Should the Company not execute an instruction to place a Pending Order or modify the levels of the Pending Order and/or If-Done orders:
- a) because of a poor Internet connection on the side of the Client or the Server;
 - b) as a result of a manifest error on the part of the Company;
 - c) due to the failure of the trading platform software and/or hardware,

and under the following conditions:

- a) the Server Log File has record(s) to prove the Client's attempt(s) to give such an instruction; and
- b) it is the latest attempt to place a Pending Order or modify the level of the Pending Order and/or If-Done orders,

then the Company shall execute this instruction to place a Pending Order or modify the levels of Pending Order and/or If-Done orders once the Client's complaint has been judged reasonable:

- During the process of dispute resolution, the Company shall have the right to trigger the Pending and If-Done orders in the chronological order they would have been triggered, had the Client's instruction been executed at the time it was received by the Server.

- The Client acknowledges that the Client will not be able to manage the Pending Order or position while the dispute regarding this Pending Order or position is under consideration and that no complaints concerning this matter shall be accepted.
- The Client acknowledges that the Company shall not be obligated to notify the Client that the dispute has been resolved and that the instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

Deletion of Pending Orders

10.6. If a Pending Order is placed in the queue to be executed, but the Company has executed the instruction to delete the Pending Order, then the Company shall have the right to delete the order.

10.7. If the Server Log File has recorded the Client's attempt(s) to delete a Pending Order, but the order has not been cancelled:

- a) because the Company has not executed the Client's instruction to delete the Pending Order;
- b) as a result of a manifest error on the part of the Company;
- c) because the Pending Order has been placed in the queue to be executed at an error quote (spike);
- d) due to the failure, malfunction or misuse of the trading platform software and/or hardware;
- e) because of a poor Internet connection on the side of the Client or the Server,

and the Company initiates the process of dispute resolution in accordance with clause 10.1 or after a reasonable Client-lodged complaint, the Company shall:

- a) delete the Pending Order if it has not been triggered yet;
- b) delete the position opened as a result of the Pending Order's execution.

10.8. Should a Pending Order be deleted by mistake:

- a) due to the failure, malfunction or misuse of the trading platform software and/or hardware;
- b) because of insufficient Free Margin to open the position as a result of an error quote (spike) in the quotes flow at which Floating Profits/Losses for open positions have been calculated;
- c) because of insufficient free margin to open a position as a result of a dispute concerning another order or position (only if the complaint concerning another order or position was judged reasonable by the Company), the Pending Order shall not be restored and no complaints concerning this matter shall be accepted.

Execution of Pending Orders

10.9. If a Pending Order has been erroneously executed:

- a) at an error quote (spike);
- b) as a result of a manifest error on the part of the Company;
- c) due to the failure, malfunction or misuse of the trading platform software and/or hardware;

The Company shall have the right, in accordance with clause 10.1 of these Terms of Business or after a reasonable Client-lodged complaint, to delete the position opened as a result of the erroneous execution of a Pending Order and:

- a) to restore the erroneously executed order if, during the decision process, the level of the Pending Order is positioned correctly relative to the current market price (clause 5.9);
- b) to cancel the erroneously executed order if, during the decision process, the level of the Pending Order is positioned incorrectly relative to the current market price (clause 5.9). In this case, no Client complaints concerning this matter shall be accepted.

10.10. Should the Company erroneously execute a Client's Pending Order at a price different from the price at which the Company should have executed it in accordance with clauses 5.24-5.26 of these Terms of Business, and the Company initiates the process of dispute resolution in accordance with clause 10.1 of these Terms of Business or after a reasonable Client-lodged complaint, the Company shall credit/debit the Client's trading account with the difference between the financial results of opening a position at the actual opening price and opening a position at the price at which the order should have been executed in accordance with clauses 5.24-5.26 of these Terms of Business.

10.11. If the Company, in accordance with clauses 5.25, and 5.26 of these Terms of Business, had the right to trigger a Buy Stop or Sell Stop order at the first quote after the gap, but the Company executed it at the Pending Order level; and the Company initiates the process of dispute resolution in accordance with clause 10.1 of these Terms of Business, the Company shall have the right to withdraw from the Client's trading account the difference between the financial results of opening a position at the Pending Order level and opening a position at the first quote after the price gap.

10.12. If the Company, in accordance with clauses 5.25 and 5.26 of these Terms of Business, should have triggered a Buy Limit or a Sell Limit order at the first quote after the price gap, but executed it at the Pending Order level; and the Company initiates the process of dispute resolution in accordance with clause 10.1 or after a reasonable Client-lodged complaint, the Company shall indemnify the difference between the financial results of opening a position at the Pending Order level and opening a position at the first quote after the price gap.

10.13. Should the Client believe that the Pending Order was erroneously executed, the Client shall, before filing a complaint:

- a) delete the Pending Order;
- b) open a position at the current quote of the same transaction size, on the same instrument and in the same direction as the Pending Order which is the subject of the dispute;

- c) lodge a complaint, specifying the tickets of the Pending Order in question and of the position opened in accordance with clause 10.15 (b).

The Company shall have the right to reject the Client's complaint should the Client fail to perform these actions. Should the Client's complaint be judged reasonable, the Company shall credit/debit the difference between the financial results of opening a position in accordance with clause 10.15 (b) and opening a position at the price at which the order should have been triggered in accordance with clause 5.22.

- 10.14. The Company needs a reasonable amount of time¹⁰ to execute Client orders. Before lodging a complaint in accordance with clause 10.15, the Client should be certain that there has been sufficient time to execute the order.
- 10.15. No complaints shall be accepted if the Pending order has not been executed: a) at error quote (spike);
 - b) because of insufficient free margin to open a position as a result of a dispute concerning another order or positions. In this case, the Pending Order shall be cancelled automatically and will not be reopened;
 - c) in cases where the aggregate Client position would have exceeded preset limits specified for this type of account after the order had been executed.
- 10.16. Should one or several Pending Orders from the same trading account be placed in the queue to be executed, the Company shall have the right to refuse to execute one or several orders should the free margin be insufficient¹¹ or the limits on the aggregate Client position for this type of account are exceeded. Orders may be executed by the Company in a different order than that in the queue (see clause 5.22).

Procedure for Placing, Modifying and Deleting Stop Loss and Take Profit

- 10.17. If a Stop Loss or Take Profit order was placed in the queue to be executed, but the Company erroneously confirmed its modification (deletion), the Company shall have the right to execute this order at the level set prior to this erroneous modification (deletion).
- 10.18. No complaints shall be accepted should the Client be unable to place, modify or delete a Stop Loss or a Take Profit order:
 - a) because of a poor Internet connection on the side of the Client or the Server if there is no record of such action in the Server Log File;
 - b) in cases where, as a result of a spike, the positioning (clause 5.9) of the order level is incorrect in regards to the last quote which preceded the non-market quote and was not considered as a spike;

¹⁰ Usually less than a minute under normal market conditions.

¹¹ The necessary margin for open positions is calculated at current quotes (in accordance with clause 5.23 (c)).

- c) if the instruction precedes the first quote for this instrument in the trading platform at market opening;
- d) in breach of clause 5.9 as a result of a manifest error on the part of the Company or if the Company has not processed the Client's instruction, and there are no records in the Server Log File to prove the Client's attempt(s) to give such an instruction;
- e) due to the failure, malfunction or misuse of the trading platform software and/or hardware and the absence of records in the Server Log File to prove the Client's attempt(s) to give such an instruction.

10.19. No complaints shall be accepted should the Client be unable to modify or delete a Stop Loss or Take Profit order if it has been placed in the queue to be executed.

10.20. If the Company has not executed the instruction to place, modify or delete a Stop Loss or a Take Profit:

- a) because of a poor Internet connection on the side of the Client or the Server;
- b) as a result of a manifest error on the part of the Company;
- c) due to the failure, malfunction or misuse of the trading platform software and/or hardware,

and:

- a) the Server Log File has record(s) to prove the Client's attempt(s) to give such an Instruction; and
- b) it is the latest attempt to place, modify or delete the Stop Loss or the Take Profit order, and the Company initiates the process of dispute resolution in accordance with clause 10.1 or after a reasonable Client-lodged complaint, the Company shall execute the instruction to place, modify or delete the Stop Loss or the Take Profit order.

The Client acknowledges that the Client will not be able to manage the position while the dispute regarding this position is under consideration and that no complaints concerning this matter shall be accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the dispute has been resolved and the instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

During the process of dispute resolution, the Company shall have the right to trigger Stop Loss or Take Profit orders in the chronological order they would have been triggered, had the Client's instruction been executed at the time it was received by the Server.

10.21. Stop Loss and Take Profit orders are considered to be erroneously placed or modified in the following cases:

- a) the instruction precedes the first quote for this instrument in the trading platform at market opening;

- b) where, as a result of a spike, the positioning (clause 5.9) of the order level is incorrect in regards to the last quote which preceded the non-market quote and was not considered as a spike;
- c) the order is placed or modified in breach of clause 5.9 due to a manifest error on the part of the Company;
- d) as a result of the failure, malfunction or misuse of the trading platform software and/or hardware.

If Stop Loss or Take Profit orders are considered to be erroneously placed or modified, the Company shall have the right to delete the order or cancel its last modification.

Execution of Stop Loss and Take Profit

10.22. If the Company erroneously executes a Stop Loss or a Take Profit:

- a) at an error quote (spike); or
- b) because the Company makes a manifest error and clause 5.22 is breached; or
- c) because of failure, malfunction or misuse of the trading platform software/hardware, clause 5.22 being breached,

while carrying out a review in accordance with clause 10.1, or if the Client lodges a complaint which is recognized as reasonable, the Company has the right to reopen the erroneously closed position within 24 hours from the moment the dispute arises.

The Client acknowledges that the Client will not be able to manage the position while the dispute in respect of this position is being considered and no complaints in respect of this matter are accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the dispute has been resolved and the instruction has been executed. The Client accepts full responsibility for all the risks in this respect.

10.23. If a Stop Loss or a Take Profit is not executed but should have been in accordance with clause 5.22, for clause 10.1 of these Terms of Business to come into effect or having deemed the Client's complaint reasonable, the Company shall have the right to:

- a) close the position at the current quote if it was not closed earlier;
- b) credit/debit the difference between the financial results of closing the position at the actual closing price and closing the position at the price at which the order should have been triggered in accordance with clause 5.22.

The Company shall have the right to reject the complaint should the Client modify or delete the Stop Loss or Take Profit order in question after the dispute arises and before a decision on the complaint is made.

10.24. No complaints shall be accepted should a Stop Loss or a Take Profit order not be executed at an error quote (spike).

- 10.25. Should the Company execute a Stop Loss order at a price which differs from the price at which the order should have been executed in accordance with clause 5.22 of these Terms of Business, and the Company initiates the process of dispute resolution in accordance with clause 10.1, the Company shall have the right to withdraw an amount from the Client's trading account which is equal to the difference between the financial outcome of closing the position at the actual closing price, and the price at which the position should have been closed had the order been triggered in accordance with clause 5.22.
- 10.26. Should the Company execute a Take Profit order at a price which differs from the price at which the order should have been executed in accordance with clause 5.22 of these Terms of Business, and the Company initiates the process of dispute resolution in accordance with clause 10.1 or after a reasonable Client-lodged complaint, the Company shall pay the Client the difference between the financial results of closing the position at the actual closing price and closing the position at the price at which the order should have been triggered in accordance with clause 5.22.
- 10.27. Should the Company execute a Stop Loss or Take Profit order at a price which differs from the price at which the order should have been executed in accordance with clauses 5.25 and 5.26 of these Terms of Business and the Company initiates the process of dispute resolution in accordance with clause 10.1 or after a reasonable Client-lodged complaint, the Company shall credit/debit the Client's trading account with the difference between the financial results of closing the position at the actual closing price and closing the position at the price at which the order should have been triggered in accordance with clauses 5.25 and 5.26.

Execution of Stop Outs

- 10.28. If the Company erroneously executes a Stop Out:
- a) at an error quote (spike);
 - b) in breach of clause 6.2 due to a manifest error on the part of the Company;
 - c) in breach of clause 6.2 due to the failure, malfunction or misuse of the trading platform software and/or hardware;
 - d) because of insufficient Free Margin to open the position as a result of an error quote (spike) in the quotes flow at which Floating Profits/Losses for open positions have been calculated;
 - e) because of insufficient free margin to open a position as a result of a dispute concerning another order or position (only if the complaint concerning another order or position was judged reasonable by the Company),

While carrying out a review in accordance with clause 10.1 of these Terms of Business, or after a reasonable Client-lodged complaint, the Company shall have the right to reopen the erroneously closed position.

The Client acknowledges that the Client will not be able to manage the position while the dispute regarding this position is under consideration and that no complaints concerning this matter shall be accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the dispute has been resolved and the instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

During the process of dispute resolution, the Company shall have the right to trigger Stop Loss or Take Profit orders in the chronological order they would have been triggered, had Stop Out not been erroneously executed.

- 10.29. The Company needs a reasonable amount of time¹² to execute a Stop Out instruction. No complaints concerning instruction execution time shall be accepted, regardless of how long the Company took to execute the instruction and how long it took before the record appeared in the Server Log File, provided that clause 6.2 of these Terms of Business has not been breached.

Opening/Closing a Position

10.30. No complaints shall be accepted should the Client be unable to open/close a position:

- a) because of a poor Internet connection on the side of the Client or the Server; and in the absence of records in the Server Log File to prove the Client's attempt(s) to give such an instruction;
- b) at an error quote (spike);
- c) if the instruction precedes the first quote for this instrument in the trading platform at market opening;
- d) as a result of a manifest error on the part of the Company or if the Company has not processed the Client's instruction to open/close a position, and there are no records in the Server Log File to prove the Client's attempt(s) to give such an instruction;
- e) due to the failure, malfunction or misuse of the trading platform software and/or hardware and absence of records in the Server Log File to prove the Client's attempt(s) to give such instruction.

10.31. If the Company has not executed the instruction to open a position:

- a) because of a poor Internet connection on the side of the Client or the Server;
- b) as a result of a manifest error on the part of the Company;
- c) due to the failure, malfunction or misuse of the trading platform software and/or hardware,

and:

- a) the Server Log File has record(s) to prove the Client's attempt(s) to give such an instruction;
- b) it is the latest attempt to open a position on this instrument, and the Company initiates the process of dispute resolution in accordance with clause 10.1 of these Terms of

¹² Usually no more than 1 minute under Normal Market Conditions.

Business or after a reasonable Client-lodged complaint, the Company shall execute this instruction to open a position.

The Client acknowledges that the Client will not be able to manage the position while the dispute regarding this position is under consideration and that no complaints concerning this matter shall be accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the dispute has been resolved and the instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

During the process of dispute resolution, the Company shall have the right to trigger Stop Loss or Take Profit orders in the chronological order they would have been triggered, had the Client's instruction been executed at the time it was received by the Server.

10.32. If the Company has not executed an instruction to close a position as a result of:

- a) a poor Internet connection on the side of the Client or the Server;
- b) a manifest error on the part of the Company;
- c) the failure, malfunction or misuse of the trading platform software and/or hardware,

and:

- a) the Server Log File has record(s) to prove the Client's attempt(s) to give such an instruction;
- b) it is the latest attempt to open a position on this instrument,

and the Company initiates the process of dispute resolution in accordance with clause 10.1 of these Terms of Business or after a reasonable Client-lodged complaint, the Company shall execute this instruction to close a position.

The Client acknowledges that the Company shall not be obligated to notify the Client that the dispute has been resolved and the instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

10.33. No complaints shall be accepted should the Client be unable to open a position:

- a) because of insufficient free margin to open the position as a result of an error quote (spike) in the quotes flow at which Floating Profits/Losses for open positions have been calculated;
- b) because of insufficient free margin to open a position as a result of a dispute concerning another order or position.
- c) due to the limits on the aggregate Client position and/or the total number of orders placed for this type of account being exceeded.

10.34. The Company shall have the right to delete a Client's open position if:

- a) the instruction to open the position precedes the first quote in the trading platform at market opening and the Company erroneously executes it at the closing price of the previous trading session;
- b) the Company erroneously executes the instruction to open the position at an error quote (spike);
- c) there is a manifest error on the part of the Company while processing the Client's instruction to open the position.

10.35. The Company shall have the right to nullify the closing of a position if:

- a) the instruction to close a position precedes the first quote in the trading platform on the market opening and the Company erroneously executes it at the close price of the previous trading session;
- b) the Company erroneously executes the instruction to close a position at an error quote (spike);
- c) the Company makes a manifest error while processing the instruction to close a position;
- d) a position is closed by mistake due to the failure, malfunction or misuse of the trading platform software/hardware,

and for clause 10.1 of these Terms of Business to come into effect, or after the Client's complaint is considered reasonable, the Company has the right to restore the closed position¹³. If the Company has not restored the erroneously closed position within 24 hours of the dispute arising, this position will not be restored and no complaint regarding its restoration will be accepted. The Client accepts that, under any circumstances whatsoever, no complaint regarding the inability to manage this position whilst the Company considers the dispute and takes steps towards its resolution will be taken into consideration. The Client accepts that the Company retains the right not to provide additional notification to the Client of a dispute being resolved and an instruction executed and that the Client accepts all risks connected with this.

10.36. When the trading approach of the Client does not allow orders to be processed in the prescribed manner on the account being used, the Company reserves the right to:

- a) limit trading on the account to Close Only mode;
- b) deny the creation of new accounts;
- c) request that the Client change account types.

10.37. If the Client fails to give confirmation of an account type change within 3 days of receiving a warning notification, the Company reserves the right to block trading on the account(s) indicated in the warning until the approval of any further actions regarding the account(s), and, if necessary, until all necessary work regarding the account has been completed. The

¹³ If, at the time of restoring the position, the current market price doesn't meet the Limit & Stop Levels parameter for placing Stop Loss and/or Take Profit orders as set out in clause 5.9, the position will be restored without placing a Stop Loss and/or Take Profit order.

Company also reserves the right to unilaterally terminate its relationship with the Client in cases where the Client refuses to accept the terms offered by the Company.

10.38. In cases where the Client's trading approach involves taking advantage of a vulnerability in the software, the Company reserves the right to impose any of the measures indicated in clause 10.36, as well as to modify or invalidate any trading operation performed by the Client.

11. Terms and Interpretation

11.1. In these Terms of Business:

"Abnormal Market Conditions" – a "Thin" or "Fast" market.

"Account History" – all completed transactions and deposit/withdrawal operations on the trading account.

"Account Type" – the terms of the trading account. The types of accounts offered by the Company are listed on the Company Website. The account type is chosen when a trading account is opened and the Client cannot change the type of account once it has been created.

"Ask" – the higher price in a quote, the price at which the Client may buy.

"Balance" – the total financial result of all completed transactions and deposit/withdrawal operations on a trading account.

"Bar/Candle" – a feature of a price chart that shows the opening and closing prices, as well as the lowest and highest prices for a defined period of time (for example, 1 minute, 5 minutes, a day, a week).

"Base Currency" – the first currency in a currency pair which the Client may buy or sell for the quote currency.

"Bid" – the lower price in the quote - the price at which the Client may sell.

"Buy Limit" shall have the meaning given in clause 5.1.

"Buy Stop" shall have the meaning given in clause 5.1.

"CFD" (Contract for Difference) – an object of a trading operation, the value of which is based on changes in the value of an underlying asset (the base asset of the CFD), which can be a stock, future, commodity, precious metal, index fund etc.

"Chart" – visual representation of the change in prices over a period of time. Bars/Candles represent:

- a) Bar/Candle high is the highest Bid;
- b) Bar/Candle low is the lowest Bid;
- c) Bar/Candle close price is the last Bid;
- d) Bar/Candle open price is the first Bid.

“Client” – a legal entity or individual to whom the Company services is offered under the terms of the Client Agreement.

“Client Agreement” – an agreement between the Company and the Client, which together with the other Regulations located in the “Regulatory Documents and Agreements” section of the Company Website, governs all conditions pertaining to the Company's relationship with the Client.

“Client Terminal” – a program used by the Client to obtain real-time financial information (the content of which is defined by the Company), conduct technical market analysis, execute transactions, place/modify/delete orders, and receive notices from the Company. The program can be downloaded free of charge from the Company Website.

“Client Terminal Log File” – the file created by the Client Terminal which records all Client requests and instructions to the Company with accuracy to the second.

“Closed Position” – the second part of a fully completed transaction.

“Company, a” – an employee of the Company authorized to process Client instructions, orders and Stop Outs.

“Company, the” – the Company.

“Company Website” – Commercial Group FX's website: <https://cgfx.com>

“Contract Specification” - the principal trading terms (spread, lot size, initial margin requirements, margin for the matched positions etc.) for each instrument. At the time of the release of this document this information can be found on the Company Website.

“Currency Pair” – the quotation of the relative value of one currency unit against the unit of another currency.

“Developer” – the “MetaQuotes Software Corp.” company, developer of the trading platform.

“Dispute” – 1) a conflict arising when the Client believes that the Company, as a result of any action or failure to act has breached one or more clauses of the Terms of Business; 2) the Company believes that the Client, as a result of any action or failure to act, has breached one or more clauses of the Terms of Business; 3) when the Client makes a trade on an error quote (spike), or before the first quote comes to the trading platform at market opening, or on a quote received by the Client due to manifest error on the part of the Company or software failure on the trading platform.

“Equity” – Balance + Credit + Floating Profit - Floating Loss.

“Emergency Situation” – an unforeseen situation whereby a discrepancy arises between the terms or conditions of the contracting agent in regard to dealings with the Company, which may be a result of hardware or other technical failure or a change in market conditions.

“Expert Advisor” – an algorithm in the form of a program based on MetaQuotes Language 4 used to manage a trading account and give instructions and requests to the server via the Client Terminal.

“Fast Market” – a market characterized by rapid price fluctuations over a short period of time often causing price gaps. A fast market may occur immediately before or after important events such as:

- a) release of influential macroeconomic indicators for the global economy;
- b) decisions by central banks on interest rates;
- c) press conferences and statements by central banks officials, heads of state, financial ministers or other significant announcements;
- d) government intervention in the currency market;
- e) terrorist attacks of great impact;
- f) natural disasters leading to the declaration of a state of emergency (or comparable measures) in the affected regions;
- g) war or other significant military actions;
- h) political force majeure: dismissal or appointment (including election results) of top government officials;
- i) other events which cause significant price movements.

“Floating Profit/Loss” – unrecorded profit/loss on open positions based on current prices.

“Force Majeure” – unforeseen and unpreventable events such as:

- a) nature disaster;
- b) war;
- c) terrorist attack;
- d) actions taken by the legislative or executive branches of government;
- e) computer hacker attacks and other illegal actions directed towards the Company.

“Free Margin” – available funds on the trading account which may be used to open a position. It is calculated as Equity minus Necessary Margin.

“GTC” (“Good-Till-Canceled”) – an order which remains in effect until canceled by the Client.

“Hedged Margin” – margin for the opening and maintenance of two opposite (locked) items on the same instrument. Requirements for each instrument are covered in the Contract Specification.

“Hedging system of calculating positions” – the system of calculating position which allows traders to have several trading positions open for the same instrument, including positions in different directions.

If there is already an open position for a trading instrument and the trader makes a new trade (or a pending order is executed), a new position is opened. The pre-existing position remains unchanged.

“If-Done Order” shall have the meaning given in clause 5.2.

“Initial Margin” – the percentage of the purchase price the Client must pay to open positions. The requirements for each instrument are covered in the Contract Specifications located in the “FOREX, METALS & CFDS” section on the Company Website.

“Instant Execution” – the mechanism of providing quotes to the Client without prior request. Because the Client sees quotes in real time, they may make a transaction at any moment.

“Instruction” – an order of the Client to the Company to open/close a position or to place/modify/delete an order.

“Leverage” – the ratio of the margin and value of a position.

“Limit & Stop Levels” – the minimum distance in pips/points between the order level and the current price (Pending Order level).

“Liquidity Provider” – a bank or ECN (Electronic Communications Network) which provides the streaming quotes to the Company. May also be used to hedge trades of the Company.

“Locked Positions” – long and short positions of the same size opened on the trading account for the same instrument¹⁴.

“Long position” – a position held with the expectation that the asset will rise in value. In currency trading it means buying the base currency and selling the quote currency.

“Lot” – a standard amount of a commodity or number of units of a currency pair.

“Lot size” – the number of units of a commodity or a base currency in one lot as defined in the Contract Specifications.

“Manifest Error” – an error by the Company characterized by the opening or closing of a position or the execution of an order at a price which significantly differs from the price for the given instrument in the stream of quotes at the moment of transaction, or any other Company action with respect to prices that significantly differ from the market prices.

“Margin for locked positions” – the amount of funds the Company requires securing the opening and supporting locked positions.

“Margin Level” – the ratio of equity to used margin. It is calculated as $(\text{Equity}/\text{Used margin}) * 100\%$.

“Margin Trading” – conducting operations with the use of leverage, whereby the Client can make trades of sizes which are significantly higher than the funds they have available.

“Market Opening” – the time when the market opens after weekends, holidays or trading session time gaps.

“Maximum Deviation” – parameter expressed in pips/points in the "Open/Close position" window of the Client Terminal.

¹⁴ For example, if the Client opens two buy lots, and three sell lots for the same instrument, then two buy lots and two sell lots are identified as matched positions, and one buy lot is identified as a non-locked position.

“Necessary margin” (also “New Margin”) – the margin required by the Company to maintain open positions. The details for each instrument are specified in the “Contract Specifications” subsection of the “FOREX, METALS & CFDS” section on the Company Website. It shall have the meaning given in clauses 3.6.b), 5.23.b).

“Netting system of calculating positions” – the system of calculating positions in which there may be only one open position for each and the same instrument at one period of time:

- If there is already a position open for the instrument, an additional trade conducted in the same direction will lead to an increase in the size of the position.
- If there is already a position open for the instrument, an additional trade conducted in the opposite direction will lead to a reduction in the position’s size, its closure (where the size of the additional trade is equal to that of the current position), or it heading in the opposite direction (where the size of the additional trade is more than that of the current position).

Furthermore, it doesn’t matter which action leads to the trade going in the opposite direction: whether as a result of the execution of a market order or a pending order.

“Normal Market Conditions” shall mean market conditions where quotes remain stable for an extended period of time, there is a regular (1-2 second intervals) stream of quotes with low volatility and an absence of large price gaps.

“Non-Trading Operations” – deposits or withdrawals to or from a trading account (including credit and compensation), or repayments.

“Order” – a Client instruction to the Company to open or close a position when the price reaches the level of the order.

“Order Level” – the price indicated in the order.

“Open Position” – the result of the first part of the completed transaction. In this case the Client shall be obliged to:

- a) close the position with a transaction of the same volume;
- b) maintain equity not lower the necessary margin according to the requirements specified in the “Trading Conditions” and “Margin Requirements” subsections of the "FOREX, METALS & CFDS" section on the Company Website.

“Pending Order” – a request from the Client to the Company to open or close a position once the price has reached the level of the order.

“Point/Pip” – the numerical value of the last, or right-most, number of a quote.

“Price Gap” – shall mean the following:

- a) current Bid quote is higher than the Ask of the previous quote; or
- b) current Ask quote is lower than the Bid of the previous quote.

“Price Gap at Market Opening” shall mean the following:

- a) the first Bid at market opening is higher than the last Ask at market closing;
- b) the first Ask at market opening is lower than the last Bid at market closing.

“Price Prior to Spike” – the closing price of the minute bar prior to the minute bar with the spike.

“Quote” – the price of one currency quoted in terms of another (Bid/Ask).

“Quote Currency” – the second currency in a currency pair which can be bought or sold for the base currency.

“Quote Request” – a request from the Client to the Company to provide a quote. Such a request does not constitute an obligation on the part of the Client to make a transaction.

“Quotes Base” – information about the streaming quotes.

“Quoting” – the process of providing the Client with quotes.

“Rate” – the value of the base currency in the terms of the quote currency for a currency pair.

“Regulatory Documents” – all documents on the Company Website that regulate the terms by which the Company conducts business with the Client.

“Request Execution” – the mechanism for providing quotes in response to Client requests.

“Sell Limit” shall have the meaning given in clause 5.1.

“Sell Stop” shall have the meaning given in clause 5.1.

“Server” – the MetaTrader Server program, version 4.xx. The program is used to execute the Client's instructions and requests, to provide trading information in real-time mode (the content is defined by the Company), to keep a record of mutual obligations between the Client and the Company, subject to the conditions in the Terms of Business.

“Server Log File” – the file created by the server which records accurately to the second all requests and instructions and their corresponding results sent by the Client to the Company.

“Short position” – a position held with the expectation that the asset will fall in value. In currency trading it means buying the quote currency and selling the base currency.

“Spike” – an error quote with the following characteristics:

- a) a significant price gap;
- b) a price rebound in a short time period within a price gap;
- c) no prior rapid price fluctuation before the spike;
- d) no released macroeconomic indicators and/or corporate reports that could influence the price.

“Spread” – the difference between Ask and Bid prices.

“Stop Loss” shall have the meaning given in clause 5.2.

“Stop Out” – an instruction to close one or more open positions without the consent of the Client or any prior notice due to insufficient funds required for maintaining open positions.

“Storage” (also “Swap”) – the charge to rollover a position to the next day. Storage can be either credited or debited. A table with the storage/swap values for each instrument is indicated on the Company Website.

“Streaming Quotes” – the flow of quotes in the trading platform for each instrument.

“Thin market” – a market with fewer transactions and consequently fewer quotes than during normal market conditions. Such conditions occur most often during the Christmas holidays and other major national holidays of G7 countries, and from 20:00 to 00:00 GMT etc.

“Ticket” – the unique identity number assigned to each open position or Pending Order in the trading platform.

“Trading Platform MetaTrader: “Trading Platform” – the program used by the Client in order to obtain information about financial markets (the content of which is defined by the Company) in real-time, conduct technical analysis of the markets, execute transactions, place/modify/delete orders, as well as receive notices from the Company. The program can be downloaded free of charge on the Company Website.

“Trading Platform Time Zone” – the time zone in which the Server Log File records any event.

“Transaction” – the opening (including the restoration of closed positions in accordance with clause 10.35 of the current Terms of Business) or closing (including partial and involuntary closure) of positions on any instrument, and the modification of pending orders.

“Transaction Size” – Lot size multiplied by the number of lots.

“Take Profit” shall have the meaning given in clause 5.2.

“Trading Account” – the personal record of all completed transactions, open positions, orders, deposits and withdrawals.

“Trailing Stop” shall mean: 1) a Trailing Stop value set by the Client; 2) the following algorithm for managing “Stop Loss” orders:

- a) if an open position’s profit is less than the Trailing Stop value, no action shall be taken;
- b) in the case of a profitable open position exceeding the value of the Trailing Stop, the Trailing Stop will be adjusted to a new, higher level at the same relative distance to the new price as before;
- c) once a new quote has been received that exceeds the value of the distance between the Trailing Stop and the Stop Loss order level, the Client Terminal sends an instruction

to the Server to adjust the Stop Loss order to the level that is at the same range from the current price as the "Trailing Stop" value.

A Trailing Stop is only executed when the Client Terminal is on-line and successfully authorized.

11.2. In these Terms of Business the singular noun form shall mean and include the plural, and the plural noun form shall mean and include the singular, excluding where the context implies otherwise. All pronouns, masculine, feminine or neutral, shall mean and include the individual, entity, or company to which they relate as the context may require.

11.3. Unless otherwise stated, a reference to a clause, party or index is, accordingly, a reference to a clause in, a party to or index in these Terms of Business.

11.4. The clause headings are inserted strictly for ease of reference and do not affect the interpretation of these Terms of Business.

11.5. If there is no clear interpretation of a term in these Terms of Business, first priority will be given to the interpretation of the term in question given in the Client Agreement and second priority to the interpretation given in other Regulatory documents.

COMMERCIAL GROUP FX LIMITED