

Trading Regulation

1. Status of this Regulation

1.1. The present Regulation fixes margin trade rules according to which the Company should provide the service to the Customer concerning trading operations at the international exchange market and on Contracts for Difference (CFD), according to which the Authorization (identification) of the Customer, submitting of the Orders by the Customer and their execution, record-keeping of the transaction conducting at the Customer account.

1.2. Legal principles of margin trade trading operations conducting depend on the agreements initiated between the Customer and the Company.

1.3. Primary intent of the present Regulation is disputes prevention between the Customer and the Company.

1.4. Parties of the Regulation can conclude bilateral agreements, abrogative and/or supplemental of the particular provisions of the Regulation, under the stipulation that it will not lead to the Regulation changes in whole. In such a case the Regulation shall be applied insofar as one doesn't conflict with the provisions of the specified agreements.

2. Terms And Definitions

«Ask» – the higher quotation price. The price at which the Customer can buy.

«Bid» – the lower quotation price. The price at which the Customer can sell.

«Equity» – current state of the account. To be computed using the following formula: balance + floating profit - floating loss.

«Swap» – the fee for the open position caring-over through the night. It can be both positive and negative. Swapping chart is provided in the section “Contract specification” at the Company web-site.

«The basic market» – the market, at which underlying asset is traded for the Contract for difference.

«The basic currency» – the first currency indicated in the currency pair, that the Customer can buy or sell the quotation currency for.

«Balance» – total financial result of all full completed transactions and operations of funds crediting/debiting from the trading account.

«Quotation currency» – the second currency in indication of the currency pair, for which the Customer can buy or sell the Basic currency.

«Currency pair» – the subject of trading operation, in the basis of which lies change in the cost of one currency towards other currency.

«Web-site» / «Internet-site» – the Company's web-site is: <http://www.fx-trend.com>

«Long position» – purchasing of the instrument with a view to rise in quotation. With the respect to currency pairs: purchasing of the basis currency for the quotation currency.

«Enquiry» – the Customer's instruction to the Company for the quotation obtaining. The enquiry is not the Customer's commitment to make a transaction.

«Indicative quotation» – the quotation, on which the Company does not accept Customer's orders.

«Instrument» – the currency pair or contract for difference.

«Customer terminal» – MetaTrader software product version 4, by means of which the Customer can receive information on the financial markets trades (in the volume defined by the Company) in the real time mode, to conduct technical market analysis, to make trading operations, to set/change/close orders, and also to receive messages from the Company. Is at free access at the company web site.

«News» Section – web site section, where company news are placed.

«Contract for difference» («CFD») – object of trading operations execution, the basis of which lays in underlying asset changing (i.e. asset, underlying contract for difference), which can serve shares, futures, commodity, precious metals, stock index etc.

«Short Position» – sale of the instrument with the view to the exchange rate decline. As applied to the currency pairs: basic currency sale for the quotation currency.

«Quotation» – the information on the current rate of the instrument, expressed as Bid and Ask.

«Leverage» – is the relation between amount of guarantee and trading operation volume: 1:100, leverage 1:100 means that for the trade execution on the Dealer trading account there should be sum in 100 times smaller than the sum of the trade.

«Rate»:

- for the currency pair: basic currency point cost expressed in the quotation currency;
- for the contract for difference: Basic asset point cost, the value of the basic asset point, expressed in monetary form.

«Personal Office» – Customer's personal page at the Company Website, designed for customer identification, recording of the orders on non-trading operations, and also for inquiry information layout.

«Locked positions» – long and short positions of the same volume opened for the same instrument at the same trading account.

«Lot» – abstract name of the valuable security or basic currency amount, approved for the trading platform.

«Margin trading» – trading operations settlement with using of the leverage, when the Customer has the opportunity to settle operation for the sums, far exceeding the fund volume at the trading account.

«Inactive Trading Account» – Customer trading account on which during 6 (six) calendar months in a row there was not any position opened, was not set any of the pending orders and was not any trading operation conducted.

«Required Margin» – required by the Company cash security for supporting of the opened positions.

«Non-market quotation» – the quotation, meeting each of the following requirements:

- availability of the substantial price gap;
- price return during short period of time for the initial level forming the price gap;
- absence of the fast price fluctuations before the appearance of this quotation;
- absence at its appearance of the macroeconomics events and/or corporate news there is no considerable macroeconomic events and/or, exercising significant influence on the instrument rate.

«Non-Trade Operation» – the operation of the crediting to the trading account (debiting from the trading account).

«Trading operation volume» – product of lot numbers to the lot volume.

«Order» – the Company Customer instruction to open or close the position after the reaching of the order level by the price.

«Open Position» – the result of first part of the full completed transaction. In the result of the position opening the Customer comes up with the following obligations:

- to execute the opposite trade of the same volume;
- to support equity depending on the account type not lower than 20% or 100% of the necessary margin.

«Floating Profits/ Losses» – not fixed profits/losses on the open positions at current rates values.

«Written Notification» – paper or soft copy of any document (including faxes, emails, the customer terminal internal mail etc.), announcement in the section “Company news” at the Company web-site.

«Full Complete Transaction» – includes two opposite trading operations with the same volume (open positions and closed positions): purchasing with the further sale or sale with the further purchasing.

«Instruction» – the Company Customer’s instruction to open or close the positions, set, close or change the order level.

«Lot size» – the amount of securities or basic currency per lot, defined in the contracts specification.

“Rollover” – everyday, at 22:00 by the London time, to the Customer account there is the sum credited or debited, reflecting the differential of the interest rates between the

currency pairs, on which the position was opened, which may lead to the temporary stop of trading up to 10 minutes.

«Free margin» – Cash assets at the trading account that can be used for new positions opening. Is computed using the following formula: equity – margin.

«Services» – the service, which allows the Customer to send/make written/oral or made by means of Internet orders to purchase/sell the lots of the set instruments and also to have access to market and analytical information.

«Contract Specification» – basic trading conditions (spread, lot size, minimal volume of the trading operation, step of trading operation volume change, initial margin, locked positions margin, etc.) for each instrument.

«Spread» – expressed in points difference between the Ask and Bid quotations.

«Trading account» – unique, personified transactions record register in the trading platform, where full complete transactions, opened positions, non-trading operations and orders are displayed.

«Order level» – the price, indicated in order.

«Security» – any share, futures, option, precious metal, interest rate, bond or stock exchange index.

"Emergency situation" – discrepancy of the company conditions to the business partner conditions, current market situation possibility of the Company software and hardware and other situations that cannot be foreseen.

3. Customer Service Rules

3.1. Customer connection with the Company:

3.1.1. To contact the Customer the Company can use:

- the System internal mail;
- electronic mail (email);
- phone;
- facsimile connection;
- postal item;
- announcements in the “News” section at the Company web-site.

3.2. The Company shall use the Customer’s requisites indicated by him/her during the account opening, for which reason the Customer is obliged to notify the Company about any changes in the contact information according to the Agreement rules and the present Regulation.

3.3. Any outgoing mail of the Company is considered to be sent to the Customer and valid after its transfer for the postal service delivery and other delivery service, or at the

receiving of such correspondence by the delivering agent (for example, such as the Internet-connection provider) for sending to the Customer, regardless to the fact whether it was actually received by the Customer or not.

3.4. Any correspondence (documents, announcements, notifications, confirmation, reports etc.) is considered to be received by the Customer:

- after one hour since it was sent to the Customer email address;
- at the moment of the fax sending was finished;
- after seven calendar days from the mailing;
- after one hour since the announcement was placed in the “News” section of the Company web-site.

4. Quotations Granting

4.1. The quotations published at the Company’s web-site are indicative.

4.2. Though the liquidity provider does not guarantee that the quotations granted by the contracts for difference will not be different more than for the definite percentage from the underlying asset price, the liquidity Provider will consider the prices for the underlying asset at the quotation formation. When the basic market is closed, the quotations, provided by the liquidity provider, reflect its personal opinion on the possible basic market condition at that moment, and the Customer acknowledges that such quotations are set by the liquidity Provider at his sole discretion.

4.3. The Company provides the quotation granting from Monday 00:01 till Friday 23:00. In addition the Company by its sole discretion may announce some days to be non-working days. Non-working days announcement should be published at least 1 day in advance at the company web site at the section “News”. Claims of non-acquaintance with the notification are not accepted. All possible losses or impossibility to carry out transaction during these working days Customer accepts on his own responsibility and all connected with this claims are not accepted by the Company.

4.4. The Company is not obliged but has right by its sole discretion to process the Customer inquiry or order received at the moment, when the trade on this instrument was stopped.

5. Margin

5.1. In the process of margin operations the Customer is provided with the leverage. The amount of the leverage depends on the chosen financial instrument. During the trade conducting the Customer should guarantee the position with the initial margin. Initial margin for each lot of the opened position is calculated as a ratio of the lot size to the leverage.

5.2. Free margin can be any time withdrawn from the account by the Customer, or used for the positions opening.

5.3. The margin that guarantees an open position cannot be withdrawn from the account or used for other positions guarantee until the present position hasn’t been closed.

5.4. The Company has the right to change size of the initial or necessary margin:

- for all Customers with the essential advance notification prior 7 (seven) calendar days ;
- personally for any Customer to adjust the leverage in accordance with the margin calls.
- personally for any Customer without an advance notification at the emergency situation.
- for all Customers without an advance notification at the Force Majeure circumstances.

5.5. The Customer is obliged to personally control the required margin level at his/her trading account.

5.6. The Company has a right to apply paragraph 5.5. towards to already opened positions as well as towards reopened positions.

5.7. In the process of the position withholding the size of the initial and required margin can decrease or increase depending on the purchased asset rate changing.

5.8. The Company has a right to close any opened position without Customer prior consent and without advance notification if the Equity will go down lower than 20% or 100% of the required margin depending on the account type.

5.9. Choice of the position on which forced closure is made depends on the possibility to promptly close a trade by the market price and doesn't depend on the profit/loss ratio of this position or other factors.

5.10. To determine whether the Customer have broken the provision of the paragraph 5.8., 5.9., all the sums nominated not in the trading account currency will be converted in the trading account currency by the current rate of the international exchange market.

6. Trading conditions

6.1. All basic trading conditions are available at the Company web site.

6.2. The Company reserves the right to change trading conditions according to the market situation.

6.3. The Company bears no responsibility for any damage caused by any local technical failures that took place at the Customer. In case of the long period technical failures in the quotations granting due to the fault of the Company, it is obligated to provide in the working time acceptance of the customer orders by the phone number posted at the Company web site.

6.4. All transactions are made by the Customer via the Internet through the System. Live account opening by the customer supposes that the Customer is familiar with the System operating principle and the stages of the trade's execution in it and accepts the conditions of the Customer orders processing and execution Regulation.

6.5. At the position opening with the instruments with the execution mechanism "Instant Execution" Customer should press the button "Buy" or "Sell" at the moment, when the quotation is good enough. If in moment of customer order processing the current quotation

has been changed, then the Customer receives the message on the quotation changing and offers to close a transaction by a new price.

6.6. Position opening for purchasing is made by the Ask price and the closing of the purchasing position – by the price Bid. Position opening for selling is made by the price Bid and closing of the position for selling – by the Ask price.

6.7. For positions opening the following types of the pending orders are used: «Buy Stop», «Sell Stop», «Buy Limit» и «Sell Limit».

6.8. For the positions closing the following types of the pending orders are used: «Stop Loss» and «Take Profit».

6.9. For the position closing at the current price the Customer should press the button «Close» at the moment when the quotation is good enough.

6.10. If at the moment of opening or closing of the position there was gap arranged and the level of the pending order was within this gap, than this order, except of the pending orders Take Profit and Stop Loss are executed by the first available market price which is different from the price of the pending order.

6.11. Execution of market and pending orders depends on the market condition and the activity of the market quotations changing.

6.12. In the conditions of the normal market that is characterized by the absence of any kind of gaps in the quotations flow, all pending orders are executed by the posted prices. Market orders are executed by the Ask/Bid terminal prices at the moment of the order submission by the Customer. But in case of the price changing more than slippage parameter was set at, the customer will be suggested with a new price for the purpose of the trade.

6.13. In the conditions of the fast market, which is characterized by the presence of the price gap in the quotations flow, all pending orders - Buy Stop, Sell Stop, Buy Limit, Sell Limit, except of the Take Profit and Stop Loss, are executed by the first available prices after the price gap.

Pending orders Take Profit and Stop Loss are executed by the strictly posted price. Market orders are executed by the ASK/BID terminal prices at the moment of order placing by the Customer.

But in case of the price changing more than slippage parameter was set at, the customer will be suggested with a new price for the trade purposes.

6.14. Upon the existence of the obvious dealer error, incorrectly executed trades on pending and market orders can be cancelled or revised.

6.15. The processing of the Customer order for position opening or closing may take up to 1-30 seconds, depending on the market conditions.

6.16. Open positions are carried forward to the next day by the market swaps method. For carrying forward of the open position stock-exchange swaps are used.

6.17. In the conditions of illiquid market, trading conditions may change; on this the Company should in advance inform the Customer by publishing changes in the Trading conditions at the Company web site.

6.18. Every day at 22:00 by London time, there is a sum credited or debited to the Customer account, reflecting the differential of the interest rates between the currencies of the pair by which the position has been opened, which may cause the temporary stop of trading - up to 10 minutes.

7. Means of Strict Identification/Authentication and Password Protection

7.1. At the Contract conclusion and trading account activation the Customer is provided with the personal login and excess password to the trading account administration and Customer personal office access. The Company with the added security purposes highly recommends for the Customer to change the initially received access password. Access password is the key element of strict identification / authentication of the Customer in the security system of the present Agreement. The Customer is obliged to keep the password and any other data of the strict identification / authentication in strict secrecy and to undertake all possible measures so that any other individuals wouldn't get access to the Customer trading account managing, other resources and/or devices for conducting of trading operations and other transactions connected with the relations on the present agreement.

7.2. The Company has the right, by his sole discretion, besides using of already existing security systems and/or strict identification / authentication, to implement and to use additional security measures and/or strict identification / authentication, including the usage of the electronic digital signature. Hereby the Customer accepts all conditions for usage of current security systems and/or identification / authentication and the systems that will be implemented by the Company in future, understanding that such actions of the Company are directed solely for increasing of the Customer security.

7.3. The Company and the Customer hereby acknowledges the procedures and the means of passwords transmittance and other measures and components of the strict identification / authentication to the full responding to the high-grade security and refuse in future to reference for the circumstances, contrary to the indicated in the present paragraph and fact acknowledged by the parties.

7.4. If the Customer have provided for the password obtaining purposes, access codes or other means of strict identification / authentication - not his official address (including the email account), telephone number that doesn't belong to the Customer directly or have provided incorrect other necessary personal and/or contacting details than the password, access codes and other means of strict identification / authentication sending is considered to be duly executed by the Company in front of the Customer in full extent taking to account all the safety regulations and the Customer forfeits the right in future to make reference to the fact that the passwords, access codes and other measures of strict identification / authentication were sent to not authorized person and/or were in other way sent incorrectly.

7.5. Herewith the Customer acknowledges the condition and grants his undeniable consent, that all trading operations that were executed by the Customer in the frame of the present

agreement, all regulations, documents, letters and any requests sent by the Company Customer using the password or by using other means of strict identification / authentication, or with using of electronic digital signature will have legal force as the orders, documents, letters and requests, signed personally by the Customer and indicated will be considered as undisputable fact.

7.6. The Customer in frames of the present agreement, to the full extent is liable in front of the Company for the transactions and other operations, executed using the Customer password and/or other details and systems of strict identification / authentication, even in cases when such usage was illegal.

8. Trading Operations Claims and Disputes Settlement Procedures

8.1. In case if any disputable situation arises the Customer has right to make a claim to the Company. Claims are accepted during 2 (two) working days from the moment of such claim originating.

The claim should be arranged as the email message and sent to the official email accounts, published at the Company web-site. Claims made in other format (at the forum, over the phone etc.) will not be taken to consideration.

8.2. Customer claim should contain:

- Customer's Surname, Name, Middle name;
- Account number;
- Date and time of the disputable situation occurrence;
- Disputable position or order ticker;
- Claim description without the affective evaluation, without the use of not controlled vocabulary and mud to the address of the Company; The Company reserves the right to decline the claim if it doesn't meet the above mentioned conditions.

8.3. Major source of the information for the claims consideration is the server log-file.

The information located at the server log-file has the unconditional priority towards other argument at the disputable situation consideration, also towards the information, located at the customer terminal log-file.

If at the server log-file the appropriate record, that confirms the Customer intention, is missing this will be enough for considering the claim to be ineffective.

8.4. The term of the Customer claim consideration by the Company shouldn't exceed 5 (five) working days. The Company, in case of the Customer claim recognition to be relevant, meets a claim exclusively by the financial crediting to the Customer trading account within one business day, at that the moral damage and receiving less profit as one was due is not compensated (in case if the Customer had intention to make any action but didn't make it for any reason).

9. Telephone Conversations Regulations

9.1. The Customer has right to make orders by means of the telephone system through the Company operator, but only in case if such order cannot be made through the customer terminal due to technical difficulties.

The Customer and the Company acknowledge that the orders made over the phone have legal force of trades concluded in writing.

9.2. Customer authentication (i.e. verification) and his/her authorized representatives at the messages exchange over the phone are made using account number (login) and the password in the following order:

- After connection with the Company over the phone the Customer should mention account number (login) and password, previously registered at the Company.
- Authentication is considered to be successfully completed if the password mentioned by the Customer corresponds to the data kept at the Company data base, which is verbally confirmed by the authorized Company employee. Accepting of the requests by the Company over the phone will be considered to be accomplished subject to the following conditions:
 - before request referring goes the authentication of the authorized person procedure;
 - mean transaction parameters are repeated (pronounced verbally) by the authorized employee of the Company after the Customer;
 - right after the repeating of the mean parameters of the transaction by the authorized employee of the Company the Customer have confirmed the request by pronouncing of any of the following words: “Yes”, “Confirm”, “Agree” or any other word, unequivocally confirming the consent.

9.3. The consent is considered to be accepted by the Company at the moment of confirmation word pronouncing by the Customer authorized representative. The accepted request will be considered only the request, which text was pronounced by the authorized Company employee. If the message was repeated incorrectly then the Customer should interrupt the authorized Company employee and to repeat his message again.

9.4. After the authentication was successfully completed and to the moment of the connection breaking down all the messages accepted by the Company are considered to be the messages and orders, confirmed by the Customer and the messages forwarded by the Company to be accepted by the Customer. In the process of the messages exchanging, including the authentication procedure, the Company keeps record of the conversation using its own facilities.

9.5. Using of the words and phrases having double interpretation and also slang phrases and language constructions is not acceptable except of the expressions provided in the text of present Procedures.

9.6. The Customer has the right to find out the Account condition (i.e. the account balance, open positions availability, requests made). The information of the account holder personality should not be provided over the phone.

9.7. The Customer has the right to make a request for changing and modification of the existing orders only with changing of Stop Loss and Take Profit or by the order closing.

9.8. After the receiving of the quotation the Customer should confirm the transaction by pronouncing the word “confirm”.

9.9. If after the quotation receiving the Customer doesn't make the transaction instantly, the authorized employee of the Company has the right at the market situation changing to provide the Customer with the new Quotation previously to this, pronouncing the word “cancellation”.

9.10. If the Customer has completed planned transactions, he is obliged to indicate the end of the conversation, for example by the phrase “thank you, goodbye” or by other polite phrase, letting see that the conversation is finished. If after the transactions execution the Customer, not finishing the conversation makes the considerable pause, the Company employee has right to indicate the end of the conversation by the polite phrase, for example “goodbye”.

9.11. The separated phrases of the present section are obligatory particulars of the telephone conversation between the Customer and the Company employee. At any departure from the indicated in the present section rules of the phone conversations from the Customer side the Company employee has the right to stop the conversation.

9.12. Stop of the telephone conversation by technical or any other reason after the customer have expressed the intention to make a transaction but didn't have time to finish the conversation in accordance with the indicated in the present rules section cannot be the reason for such transaction rejection or for its cancellation.

10. Operational Regulation and Changing of the Regulation

10.1. Effective regulation is the regulation that is published at the web site and its changes came into force according to the date proclaimed.

10.2. The Regulation does not have force for the events that have happened prior to its coming into force.

10.3. Company has the right unilaterally to change the effective regulation, announcing in advance about the procedures changing at the company web site in the section “Company news”. Any claims of the Customer on unfamiliarity of the regulation changing are not accepted.

11. Denial of service

In the cases listed as follows the dealer has the right to reject the Customer request or order:

11.1. At the market opening, if the Customer makes the request or sends the order prior to the first quotation receiving at the trading platform;

11.2. At the exceeding of 20 requests per minute by the market or not market orders (such as: position opening, at which beforehand the funds is not enough, the attempt of order opening by the non-market price, the attempt of order modification with the incorrect

parameters etc.) the server security system estimates the requests as the hacker attack, that will led to the blocking of your account, cancellation of the financial results and adding of the user to the blocked users list. At that the initial deposit may be returned to the bank account or Web Money account with the personal certificate opened for same personal details, that were indicated at the trading account opening at www.fx-trend.com;

11.3. Special types of accounts GT-Classic and GT-Cent are opened by the broker Skopalino trading exclusively for the trading by the advisors Gelan Trawler irrespective to the version.

11.4. The Broker reserves the right to block the account operation in case of detection of the outside experts (advisors) working results or manual trading at the accounts GT-Classic and GT-Cent type.

11.5. The Broker reserves the right to unilaterally review to the extent of the Customer trading results cancellation by the orders that were placed by the outside expert advisors or personally by the Customer in the manual mode at this type of account.