



Terms of Business for MT4

Version: April 2010

1. Introductory Remarks

1.1. These Terms of Business govern shall govern all actions regarding the handling and execution of Client Instructions and Requests.

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 Dealer's actions in respect of the Client's open positions if the Margin level on the trading account should be insufficient to support such open positions; and
- c) procedures of dispute resolution and methods of communication between the Client and the Dealer.

1.3. These Terms of Business, the Client Agreement and the Risk Disclosure shall govern all the Client's trading transactions and should be read carefully by the Client.

2. General Terms

Execution of Client Requests and Instructions

2.1. There are two quotation mechanisms which are used to trade: Request Execution and Instant Execution. Details of the quotation mechanism for each Instrument are specified in the Contract Specification.

2.2. The procedure for handling Client Instructions given through the Client Terminal is as follows:

- a) the Client gives an Instruction 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 arrival time (first in – first out) and the status "Order is accepted" appears in the "Order" window of the Client Terminal;
- e) an instruction or request placed in the queue before other instructions or requests are transmitted to an available dealer¹ for processing. The status "Order is in process" appears in the "Order" window of the Client Terminal;
- f) the Dealer 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; and
- 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.

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 has no right to cancel an Instruction or Request if it already is being processed by the Dealer and the status is "Order is in process".

2.5. Quotes the Client receives through the Client Terminal for Instruments quoted in Request Execution mode are indicative only. In response to the Request, a dealer may offer a Quote which differs from these Indicative Quotes.

2.6. All matters regarding the current market price are at the sole discretion of the Dealer.

¹ Depending on the amount of time a dealer needs to process a Request or an Instruction there is a possibility that in the Server Log-File the recorded execution time of the first Request or Instruction in the queue will be later than the execution time of the Request or Instruction which followed after.

2.7. The amount of time a Dealer needs to execute an Instruction or Request depends on the quality of the connection between the Client Terminal and the Server, as well as on market conditions. Under Normal Market Conditions, Client Instructions or Requests are usually executed within 5-15 seconds. Abnormal Market Conditions may cause delays, resulting in execution taking about 30-40 seconds or more. The standby time for each Client Request or Instruction in the processing queue is 3 minutes at the release of these Terms of Business. If the Request has not been received by the Dealer within in this time, it is deemed to be irrelevant and is automatically deleted.

2.8. In the cases listed below, the Dealer has the right to decline a Client instruction or request.

- a) if the Instruction or Request precedes the first Quote in the Trading Platform on the Market Opening;
- b) under Abnormal Market Conditions;
- c) if the Client has recently made an unreasonable number of Requests such as to place/delete and/or modify orders in comparison with the number of Transactions²;
- d) if the Client's Free Margin is less than Initial Margin.
- e) when overall Client positions or/and number of orders for this type of account limits are exceeded.

In these cases, in the client terminal will be one of the message:

“Off quotes” / “No price”; “Cancelled by dealer” / “Rejected Dealer”; “Not enough money” / “not enough money”; “Trade is disabled” / “prohibited sale”.

2.9. The Client Terminal is the primary means to send Instructions and Requests to the Dealer. In case this type of the Client's Trading Account allows giving requests via the Dealer's telephone, the Client has the right to use this service only in times when it is impossible to give this Instruction or Request over the Client Terminal. By doing so, the Client shall follow the rules of «Phone Etiquette»³.

Trading Operations

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

- a) The Ask price is used to open a long position. The Bid price is used to open a short position.
- 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

All positions remaining open from 23:59:45 to 23:59:59 (server time) will be subject to Rollover.

Spreads

2.12. Under normal market conditions the Dealer maintains a spread within the range specified in the Contract Specifications.

2.13. Spread may be increased:

- a) for all Clients in the case of a force majeure;
- b) for clients who are dramatically breaking the average of the ratio of pending and executed orders⁴;
- c) for all Clients, with 7 (seven) calendar days prior notification;
- d) for all clients without notice during the abnormal circumstances.
- e) for any order above the normal market volume for this instrument, specified in the Contract Specification.

² more than 10 requests per one Transaction.

³ At the time of the release of this document the information is displayed at http://www.alpari-forex.com/en/download_pdf/

⁴ more than 10 requests per one Transaction.

Leverage

2.14. The leverage provided depends on the trading account balance and on the aggregate open position according to the Company's website/Margin Requirements Section.

2.15. Company is entitled to change the leverage size of a trading account:

- a) for all the Clients with 7 (seven) days prior notice;
- b) individually for a Client to bring the leverage in line with the margin requirements according to the Contract Specification;
- c) individually for a Client without prior notice in case of emergency situation;
- d) for all Clients in the case of a force majeure without prior notification.

2.16. The Company is entitled to apply clause 2.15 to all new positions and to positions that are already open.

Provision of Quotes

2.17. The Company provides quotes to the Client in accordance with these Terms of Business.

2.18. 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.

2.19. The Company specifies spread for each instrument in the contract specifications. The Company is entitled to change spread without giving the Client prior written notification in the cases described in these Terms of Business. Otherwise, the Company shall notify the Client no less than 7 calendar days before any changes in spread.

2.20. Quotes displayed on the Company's website are indicative.

2.21 Whilst the Company does not ensure that the CFD quotes it provides are within any certain percentage of the price of the underlying asset, the Company does take the underlying asset price into account. When the underlying market is closed, quotes provided by the Company will reflect what the Company believes to be the composition of the underlying market at that point in time. The Client acknowledges that these quotes are set at the Company's sole discretion.

Quote Base Synchronization

2.22. In the case of an unforeseen break in the Server's Quotes Flow caused by software or hardware failure, the Dealer has the right to synchronize the Quote Base on the Server with other sources. These sources can include:

- a) the Quote Base on a Live Account Server of a different type;
- b) the Quote Base on the Demo server.

Transfer of Inactive Accounts to the Archive

2.23. In the case of an inactive account being 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 to the archive resulting in the Client's access and ability to complete any operations being blocked, but all account history being saved.
- b. The Client can restore an archived trading account by filing a request in the Personal Area.
- 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.

Deletion of Trading Account History

2.24. The Company reserves the right to delete pending orders from a trading account's history that have been canceled either by the Client or dealer 1 (one) month after the date it was canceled.

Commissions, Charges and other Costs

2.25. The Client shall be obliged to pay the Company the commissions, charges and other costs set out in the contract specifications. The Company will display all current commissions, charges and other costs on its website.

2.26 The Company may vary commissions, charges and other costs without giving prior written notice to the Client. All changes in commissions, charges and other costs are displayed on the Company's website on the "Company News" page, except changes in "Storage" which are displayed in the "Swap History".

2.27. Subject to compliance with all applicable rules and regulations, the Company will 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 these Terms of Business or the Client Agreement.

2.28. The Company may periodically act on a Client's behalf in relations with parties with whom the Company or another affiliated party has an agreement permitting the Company to receive goods or services in exchange for completing trading operations. The Company ensures that such arrangements shall operate in the best interest of Clients, for example, arrangements granting access to information or other benefits/services which would not otherwise be available.

2.29. In order to open a position via the Client Terminal using an Advisor, the Advisor generates a Request. If the Dealer offers a Quote, which differs from the Advisor's Quote no more than the "slippage" value (parameter of the Advisor which determines the acceptable range between the Advisor's Quote and the Quote offered by the Dealer), the Advisor gives an Instruction to the Server to open a position at the Quote offered by the Dealer.

Margin

2.30. The Client shall deposit and maintain the initial and/or hedged margin in the amount determined by the Company in accordance with these Terms of Business, Client Agreement and Margin Requirements as detailed in the contract specifications. These sums should be in the form of cleared funds, to be transferred onto the Company's bank account.

2.31. The Client shall pay initial and/or hedged margin upon opening a position. The amount of initial and hedged margin for each instrument is detailed in the contract specifications.

2.32. The Company is entitled to change the size of initial, necessary, or hedged margin:

- a. for all Clients, giving written notification 7 (seven) calendar days before these amendments are introduced;
- b. individually for any Client to bring the leverage in line with the margin requirements designated in the contract specifications.
- c. individually for a Client in emergencies without prior notification.
- d. for all Clients in the case of a force majeure without prior notification.

2.33. The Client shall be responsible for maintaining the necessary margin level on the trading account.

2.34. The Company is entitled to apply clause 2.32 to all new positions and to positions that are already open.

2.35. The Company is entitled to close the Client's open positions without consent or any prior written notification if the equity falls below 20% of the necessary margin.

2.36. For the purpose of determining whether or not the Client has breached the condition of clause 2.35, any amounts which are not denominated in the deposit currency will be converted into the deposit currency at the current exchange rate on the foreign exchange market.

Adjustments

2.37. If any security becomes subject to possible adjustment as the result of any of the events set out in clause

2.38 (hereinafter referred to as a "Corporate Event"), the Company at its sole discretion will determine the

appropriate adjustment, if any, to be made to the size, value and/or quantity of the corresponding transactions (and also the level or size of corresponding orders) in order to:

- a. account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event; and/or
- b. replicate the effect of the Corporate Event on the holder of the relevant underlying security, to be effective from the date determined by the Company.

2.38. The events to which Clause 2.37 refers are any of the following, by declaration of the issuer of a security:

- a. a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalisation or similar event;
- b. a distribution to existing holders of the underlying shares of additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share;
- c. any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares; or
- d. any event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of any security not based on shares.

2.39. Determination of any adjustment or amendment in the size, value and/or quantity of the transaction (and/or of the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment in accordance with these Terms of Business and the Client Agreement as soon as is reasonably practicable.

2.40. If at any time a merger offer is made regarding a company, then at any time prior to the closing date of such an offer, the Company may provide the Client with written notice of its intention to close a transaction in respect of that security. This notice will include the closing date and the closing price.

2.41 Where applicable (e.g. where an underlying asset is based on shares on which the issuer pays dividends), a dividend adjustment will be calculated in respect of open positions held on the ex-dividend day for the relevant underlying security. Dividend adjustment will be credited to the Client's trading account if the Client buys, i.e. opens a long position, and debited if the Client sells, i.e. opens a short position.

3. Opening a Position

3.1. In order to give an Instruction to open a position the Client shall specify the following:

- a) Instrument;
- b) Transaction Size.

Instruments quoted in the Instant Execution mode

3.2. In order to open a position via the Client Terminal without using an Advisor, the Client shall press the "Buy" or "Sell" button the moment the Client is satisfied with the prices in the Quotes Flow.

3.3. In order to open a position via the Client Terminal using an Advisor, the Instruction must be generated at the current Quote.

Instruments quoted in the Request Execution mode

3.4. In order to open a position via the Client Terminal without using an Advisor, the Client shall send a Request. The Client may open a position at the offered Quote by pressing the "Buy" or "Sell" button. The Dealer has the right to revoke the Quote if the Client has not sent an Instruction within 3 (three) seconds of receiving the Quote or if the market moves and the Quote becomes irrelevant.

3.5. In order to open a position via the Client Terminal using an Advisor, the Advisor generates a Request. If the Dealer offers a Quote, which differs from the Advisor's Quote by not more than the "slippage" value (Advisor's parameter which determines the acceptable range between the Advisor's Quote and the Quote offered by the Dealer), the Advisor gives the Instruction to the Server to open a position at the Quote offered by the Dealer.

Processing and Execution of Instructions to Open a Position

3.6. Once the Server has received the Client's Instruction to open a position, it automatically checks if the Free Margin is sufficient to open the position:

- a) a new position is added conditionally to the list of open positions;
- b) new Necessary Margin ("New Margin") for the cumulative Client's position, including conditionally added new position, is calculated at the current market prices at the moment of verification⁵;
- c) all Floating Profits/Losses for all Open Positions, including the conditionally added new Position, are calculated at the current market prices;
- d) new "Free Margin" is calculated as follows⁶ ;
- e) if the above mentioned calculations for the new position have been done and:
 - "Free Margin" is more or equal to zero. And the total Client position including conditionally added new position does not exceed preset limits specified for this type of account. Then the position is opened. The process of opening the position is followed by the relevant record in the Server Log-File;
 - "Free Margin" is more or equal to zero. And the total Client position including conditionally added new position exceeds preset limits specified for this type of account. Then the position is not opened.
 - "Free Margin" is less than zero, then a dealer has the right to decline the Instruction to open the position.

3.7. The Dealer has the right to requote if the current Quote changes whilst a dealer processes a Client's Request or Instruction. In this case the "Requote" window will be enabled⁷. If the Client is satisfied with the new price, the Client shall press the "OK" button within 3 seconds, while the Quote is valid. In this case the Instruction is sent to the Server again and the Server starts the process of verification as set in clauses 2.2., 3.6., 3.7. If the Client does not press the "OK" button within 3 seconds, the Quote becomes invalid and it will be considered that the Client refuses to open a position.

3.8. An Instruction to open a position shall be deemed executed and the position shall be deemed open once the relevant record appears in the Server Log-File

3.9. In the Trading Platform each Open Position has a Ticker.

3.10. An Instruction to open a Position is declined by a Dealer if it precedes the first Quote for this Instrument in the Trading Platform on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal Window.

4. Closing a Position

4.1. In order to give an Instruction to close a position, the Client shall specify the following:

- a) Ticker; and
- b) Transaction Size.

Instruments quoted by Instant Execution

4.2. In order to close a position via the Client Terminal without using an Advisor, the Client shall press the "Close..." button at the moment when the Client is satisfied with the Quote in the Quotes Flow.

4.3. In order to close a position via the Client Terminal using an Advisor, the Instruction to close a position must be generated at the current Quote.

⁵ For the matched positions "hedged margin" parameter is used, for all positions except the matched ones the "initial margin" is used, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones; the procedure and an example of margin calculation are given at the Alpari's website in the "Help" menu section.

⁶ free margin = balance - new margin + floating profit - floating loss.

⁷ 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 equals the value indicated for the maximum deviation, then the Server does not provide the Client Terminal with a new Quote and opens a position. Therefore the new open Price, in the predefined range, can be both worse or better than the previous Quote.

Instruments quoted by Client price request

4.4. In order to close a position via the Client Terminal without using an Advisor, the Client shall send a Request by pressing the "Request" button. Once the Client has received a Quote and is satisfied with it the Client shall press the "Close..." button within 3 seconds while the Quote is still valid. If during this period the Client fails to give any Instructions or the market moves and the Quote becomes irrelevant, the Dealer has the right to revoke the Quote.

4.5. In order to close a position via the Client Terminal using an Advisor, the Advisor generates a Request. If the Dealer offers a Quote, which differs from the Advisor's Quote by not more than the "slippage" value (Advisor's parameter which determines the acceptable range between the Advisor's Quote and the Quote offered by the Dealer), the Advisor gives the Instruction to the Server to close a position at the Quote offered by the Dealer.

Processing and execution of Instructions to close a position

4.6. The Dealer has the right to requote if the current Quote changes whilst a dealer processes a Client's Request or Instruction. In this case the requote window will be enabled⁸. If the Client is satisfied with the new price, the Client shall press the "OK" button within 3 seconds, while the Quote is valid. In this case the Instruction is sent to the Server again and the Server starts the process of verification as set in clauses 2.2.,

4.6. If the Client does not press the «OK» button within 3 seconds, the Quote becomes invalid and it will be considered that the Client refuses to close a position.

4.7. If the list of open positions on a trading account contains two or more matched positions, then once an instruction or a request to close one of them has been generated in the drop down "Type" list the additional option "Close By" appears. If the Client chooses this option a list of opposite open position(s) appears. Once the Client selects the position it enables the "Close#... by#" button. By pressing this button the Client closes the opposite positions of one size or «reduces» two opposite positions of different size. The smaller position and symmetrical part of the bigger position are being closed, it generates a new open position with the same direction as the bigger position but with a new ticker.

4.8. If amongst the Client's Open Positions the Client has multiple positions which the Client wishes to close against matching Open Positions of the same Instrument the Client can do so by utilising the "Multiple Close by" item in the "Type" drop down list. Upon matching/closing the chosen positions the Client will have either a zero or net Long/Short Position based upon the net overall exposure. The Client should note that the net overall position will be allocated a new Ticker.

4.9. An Instruction to close a position is deemed executed and the position is deemed closed once the relevant record appears in the Server Log-File.

4.10. An Instruction to close a position is declined by the Dealer if the Instruction precedes the first Quote for this Instrument in the Trading Platform on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

4.11. An Instruction to close a position is declined by the Dealer if this request proceeds to the Dealer when the Stop Loss or the Take Profit for this position is in the Queue in order to be executed. In this case the "Off quotes" message appears in the Client Terminal window.

5. Orders

Order types in the trading platform

5.1. In order to open a position the following Orders (Pending Orders) may be used:

- a) "Buy Stop" - an Order to open a Long Position at the price higher than the price at the moment of placing the Order;
- b) "Sell Stop" - an Order to open a Short Position at the price lower than the price at the moment of placing the Order;
- c) "Buy Limit" - an Order to open a Long Position at the price lower than the price at the moment of placing the Order;

⁸ 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 equals the value indicated for the maximum deviation, then the Server does not provide the Client Terminal with a new Quote and closes a position. Therefore the new close Price, in the predefined range, can be both worse or better than the previous Quote.

d) "Sell Limit" - an Order to open a Short Position at the price higher than the price at the moment of placing the Order.

5.2. In order to close a position the following Orders may be used:

a) "Stop Loss" - an Order to close a previously opened position at the price less profitable for the Client than the price at the moment of placing the Order;

b) "Take Profit" - an Order to close a previously opened position at the price more profitable for the Client than the price at the moment of placing the Order;

c) "If-Done Order" - Stop Loss and/or Take Profit which are activated once the Pending Order they are related to has been executed.

When and for how long Orders can be placed

5.3. The Client may place, modify or delete Orders only within trading hours for the relevant Instrument. The trading hours for each Instrument are indicated in the Contract Specifications.

5.4. Pending Orders on the Instruments, which are traded 24 hours a day, have "GTC" ("Good Till Cancelled") status. The expiry date and time can be set by the Client in the "Expiry" field.

5.5. Pending Orders on the Instruments, which are not traded 24 hours a day, have "Day Order" status and will be deleted at the end of a trading session.

5.6. Stop Loss and Take Profit for all Instruments have "GTC" status ("Good Till Cancelled").

Procedure for Placing an Order

5.7. In order 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); and

d) Order Level.

In addition the Client may indicate the following optional parameters:

a) level of Stop Loss. "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);

b) level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed);

c) date and time when the Pending Order expires.

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.

c) In this case, the "Invalid S/L or T/P" error message appears if the Orders are placed via the Client Terminal without using an Advisor.

g) if the Client's Trading Account has limits in respect of the total number of orders and Client's 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 Advisor.

5.8. If the Client gives an Instruction to place Stop Loss or Take Profit, the following information must be specified:

a) Ticker of the Open Position;

a) level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);

b) level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the information is incorrect and the Orders are placed via the Client Terminal without using an Advisor, the Instruction will be declined and the "Modify..." button will remain inactive.

5.9. If the Client gives an Instruction to place the If-Done Orders on a Pending Order, the Client shall specify the following:

- a) Ticker for the Pending Order which the Client intends to place the Orders on;
- b) level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- c) level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed via the Client Terminal without using an Advisor, the Instruction will be declined and the "Modify..." button will remain inactive.

5.10. While giving an Instruction to place Stop Loss and/or Take Profit Orders on opened position or Pending Order, the difference in pips/points between the Stop Loss, Take Profit or the Pending Order level and the current market price must not be less than the "Limit & Stop Levels" parameter indicated for each Instrument in the Contract Specifications, and the following conditions must be met:

- a) for the Stop Loss Order on the Short Position the current market price is the Ask price and the Order must not be placed lower than the Ask price plus the "Limit & Stop Levels" parameter indicated for this Instrument;
- b) for the Take Profit Order on the Short Position the current market price is the Ask price and the Order must not be placed higher than the Ask price minus the "Limit & Stop Levels" parameter set for this Instrument;
- c) for the Stop Loss Order on the Long Position the current market price is the Bid price and the Order must not be placed higher than the Bid price minus the "Limit & Stop Levels" parameter set for this Instrument;
- d) for the Take Profit Order on the Long Position the current market price is the Bid price and the Order must not be placed lower than the Bid price plus the "Limit & Stop Levels" parameter set for this Instrument;
- e) for the Buy Limit Order the current market price is the Ask price and the Order must not be placed higher than the Ask price minus the "Limit & Stop Levels" parameter set for this Instrument;
- f) for the Buy Stop Order the current market price is the Ask price and the Order must not be placed lower than the Ask price plus the "Limit & Stop Levels" parameter set for this Instrument;
- g) for the Sell Limit Order the current market price is the Bid price and the Order must not be placed lower than the Bid price plus the "Limit & Stop Levels" parameter set for this Instrument;
- h) for the Sell Stop Order the current market price is the Bid price and the Order must not be placed higher than the Bid price minus the "Limit & Stop Levels" parameter set for this Instrument.

5.11. While giving an Instruction to place If Done Order on Pending Order, the Client should consider that the difference between the If-Done Order level and the level of the Pending Order must not be less than the number of Points indicated at "Limit & Stop Levels" parameter indicated for each Instrument in the Contract Specifications, and the following conditions must be met:

- a) the Stop Loss Order on the Buy Limit or Buy Stop Orders must not be placed higher than the level of the Pending Order minus the "Limit & Stop Levels" parameter set for this Instrument;
- b) the Stop Loss Order on the Sell Limit or Sell Stop Orders must not be placed lower than the level of the Pending Order plus the "Limit & Stop Levels" parameter set for this Instrument;
- c) the Take Profit Order on the Buy Limit or Buy Stop Orders must not be placed lower than the level of the Pending Order plus the "Limit & Stop Levels" parameter set for this Instrument;
- d) the Take Profit Order on the Sell Limit or Sell Stop Orders must not be placed higher than the level of the Pending Order minus the "Limit & Stop Levels" parameter set for this Instrument;

5.12. At the moment of important news release and under abnormal market conditions the Dealer has the right to increase "Limit & Stop Levels" parameter for all types of orders up to the level indicated in the Contract Specification for each instrument.

5.13. An Instruction to place an Order is deemed executed and the Order is deemed placed once the relevant record appears in the Server Log-File.

5.14. Each Pending Order has a Ticker.

5.15. An Instruction to place an Order will be declined by a dealer if it precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

5.16. The Dealer has the right to decline an Instruction to place an Order if, while a dealer processes this Instruction, the current Quote reaches the level at which clause 5.10 or 5.11 has been breached.

Order Modification and Deletion

5.17. If the Client gives an Instruction to modify Pending Order parameters (the level of the Pending Order and/or If-Done Orders), the Client shall specify the following:

- a) Ticker;
- b) Pending Order level;
- c) level of Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed)
- d) level of Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted via the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify" button will remain inactive.

5.18. If the Client gives an Instruction to modify Stop Loss and Take Profit on the Open Position, the Client shall specify the following:

- a) Ticker;
- b) level of Stop Loss. "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and
- c) level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted via the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify ..." button will remain inactive.

5.19. When the Client gives an Instruction to delete a Pending Order, the Client shall specify its Ticker.

5.20. An Instruction to modify or delete an Order is deemed executed and the Order is deemed modified or deleted once the relevant record appears in the Server Log-File.

5.21. An Instruction to modify or delete an Order will be declined by the Dealer if it precedes the first Quote for this Instrument in the Trading Platform on the Market Opening. In this case the "Off quotes" message appears in the Client

Terminal window.

5.22. The Dealer has the right to decline an Instruction to modify or delete an Order if, while it is being processed, the Order has been placed in the queue in order to be executed in accordance with clause 5.24.

5.23. Where the Client has given an Instruction to modify or delete an Order, the Dealer has the right to cancel the Order modification or deletion, if the processing of that Instruction is finished after the Order is placed in the queue in order to be executed in accordance with clause 5.24.

Order Execution

5.24. The Order is placed in the queue in order to be executed in the following cases⁹:

- (a) the the Take Profit on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;
- (b) the Stop Loss on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level;
- (c) the Take Profit on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;
- (d) the Stop Loss on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;
- (e) the Buy Limit is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;
- (f) the Sell Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;
- (g) the Buy Stop is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;
- (h) the Sell Stop is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level;

5.25. Once the Pending Order is placed in the queue in order to be executed, the Server automatically checks if the Free Margin is sufficient to open the position:

- (a) a new position is added conditionally to the list of open positions;
- (b) new Necessary Margin ("New Margin") for the cumulative Client's position, including conditionally added new position, is calculated at the current market prices at the moment of verification¹⁰;
- (c) all Floating Profits/Losses for all Open Positions, including the conditionally added new Position, are calculated at the current market prices;
- (d) new size of "Free Margin"¹¹ is calculated;
- (e) if the above mentioned calculations for the new position have been done and:
 - "free margin" is more or equal zero and the total Client position including conditionally added new position does not exceed the set limits for this type of account. Then the order is executed and the position is opened. The process of opening the position is followed by the relevant record in the Server Log-File and the position opened by this Pending Order keeps the same Ticker as the Pending Order;
 - "free margin" is more or equal zero and the total Client position including conditionally added new position exceeds the set limits for this type of account, the order is canceled. The process of canceling the order is followed by the relevant record in the Server Log-File;
 - "Free Margin" is less than zero, then a dealer has the right to decline the Instruction to open a position and delete the Pending Order.

5.26. An Order is deemed executed once the relevant record appears in the Server Log-File.

⁹ In the charts in the Client Terminal bar or candle's high is the maximum Bid price and bar or candle's low is the minimum Bid price. Minimum Ask price is the bar or candle's low plus spread. Maximum Ask price is the bar or candle's high plus spread.

¹⁰ For the matched positions «hedged margin» parameter is used, for all positions except the matched ones the «initial margin» is used, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones; the procedure and an example of margin calculation are given at the Alpari's website in the "Help" menu section.

¹¹ free margin = balance - new margin + floating profit - floating loss

5.27. Under normal market conditions, the price at which the order is executed will be equal to the order price, if the size of the order is not more than the average market volume. The size of the order may be determined by combining all of a Client's outstanding orders.

5.28. When the Order Level falls within the Price Gap on the Market Opening, the Order is executed at the Bid or Ask price (depending on the order type) of the first obtainable after the Gap Quote. Buy Stop, Sell Stop or Stop Loss orders can be executed at the level less profitable for the Client; Buy Limit, Sell Limit or Take Profit orders can be executed at the level more profitable for the Client.

5.29. If under Abnormal Market Conditions the Order level falls within the Price Gap, the Order is executed by the Dealer:

a) at the Bid or Ask price (depending on the Order type) of the first obtainable after the Gap Quote, if the difference in pips/points between the Order level and the Bid or Ask price (depending on the Order type) of the first obtainable after the Gap Quote is higher than the "Gap Level" parameter, indicated in the Contract Specifications for each Instrument; otherwise

b) at the Order level.

5.30. When the Pending Order Level falls within the Price Gap on the Market Opening, it is executed at the first obtainable after the Gap Bid or Ask Quote if the difference in pips/points between the level of the Pending Order and the Bid or Ask price (depending on the Order type) of the first obtainable after the Gap Quote is higher than the "Gap Level" parameter, indicated in the Contract Specifications for this Instrument;

a) Buy Stop, Buy Limit Orders are executed at the Ask price of the first Quote, If-Done Orders are executed at the Bid price;

b) Sell Stop, Sell Limit Orders are executed at the Bid price of the first Quote, If-Done Orders are executed at the Ask price.

5.31. When If-Done Orders and the Pending Order they are related to fall within the Price Gap in the Quotes Flow, the Pending and If-Done Orders are executed:

a) at the Bid or Ask price (depending on the Order type) of the first obtainable after the Gap Quote, if the difference in pips/points between the level of the Pending Order and the Bid or Ask price (depending on the Order type) of the first obtainable after the Gap Quote is higher than the "Gap Level" parameter, indicated in the Contract Specifications for this Instrument; otherwise

b) at the Order level.

5.32. When several Orders are in the Price Gap, they are placed in the queue in order to be executed in ascending order of their Tickers. The Instruction, which is received earlier than the others in the queue, is sent to an unoccupied dealer for execution¹².

6. Stop Out

6.1. The Dealer is entitled to close the Client's Open Positions without the consent of the Client or any prior notice if the Equity is 20% or less of the Necessary Margin.

6.2. Margin Level is monitored by the Server and subject to clause 6.1 the Server generates the Stop Out Instruction to close a position without prior consent. Stop Out is executed at the current Quote following the priority of the queue. Once the position has been closed the relevant record appears in the Server Log-File with the "Stop Out" remark.

6.3. If the Client has several Open Positions, the first position which has to be placed in the queue in order to be compulsorily closed is the one with the highest Floating Loss.

6.4. The Dealer guarantees that Stop Out execution for the last position in accordance with clauses 6.1-6.3 will not result in the negative equity¹³ of the Client's Trading Account.

¹² If there is more than one dealer, depending on the interim a dealer needs to proceed the Client's Request or Instruction, there is a possibility that in the server log-file the recorded execution time of the first Request or Instruction in the queue will be later than the execution time of the Request or Instruction which followed after.

¹³ Equity < 0

6.5. If a Stop Out execution has resulted in the negative equity of the Client's Trading Account it will be compensated so as to bring Equity to \$0.

6.6. If a Stop Out execution has resulted in the negative balance of the Client's Trading Account and there are credit funds on this Trading Account then the dealer has a right to bring the negative balance to 0 at the expense of the credit.

6.7. In respect of the Contracts for Differences on futures which are approaching the expiry date of the underlying asset the Transactions are executed in the "close only" way. The Dealer advise the Client of the date when "close only" mode starts via Trading Platform internal mail notices and/or by displaying the information on the Alpari's website.

The Dealer compulsorily closes the positions, which remain open at the expiry date of the underlying future contract, at the last Quote of the last trading session for this contract for difference:

- a) long positions at the Bid price;
- b) short positions at the Ask price.

6.8. The Dealer has the right to close any Client's Open Position without a warning if it is required in accordance with clause 9.

7. Communications

7.1. In order to communicate with the Client, the Dealer may use:

- a) Trading Platform internal mail;
- b) email;
- c) facsimile transmission;
- d) telephone;
- e) post;
- f) Alpari's website.

The Dealer will use Client contact details specified in the Client Registration form or updated in accordance with clause 7.3 of these Terms of Business. The Client agrees to accept any notices from the Dealer at any time.

7.2. 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 sent by fax, at the completion of transmission;
- d) if by telephone, then once the telephone conversation has been finished;
- e) if sent by post, seven calendar days after posting it;
- f) if posted on the Company News Webpage, within one hour after it has been posted.

7.3. The Client shall notify the Dealer immediately of any change in the Client's contact details.

7.4. Transactions will be confirmed by email on the next Business Day after the execution. If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), the Client shall contact the Compliance Department in accordance with clause 8.

7.5. On the first day of each month the Dealer will send by email a statement which includes all Transactions during the previous month.

7.6. The Dealer is authorised, without any additional agreements with the Client, to act in accordance with facsimile instructions made by the Client or on the Client's behalf by an authorised person.

7.7. The following instructions are not accepted by fax:

- a) to open/close a position;
- b) to place, delete or modify an Order.

7.8 The Client acknowledges that any faxed documents received by the Dealer will be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

7.9. The Client acknowledges that any telephone conversation between the Client and the Dealer may be recorded magnetically or electronically. The Client further agrees that such recordings shall be and will remain the sole property of Dealer and constitute evidence of the Client's Instructions.

8. Procedure for Dispute Resolution.

Complaint Procedure

8.1. If any conflict situation arises when the Client reasonably believes that the Dealer as a result of any action or failure to act breaches one or more terms of these Terms of Business, the Client has the right to lodge a complaint with the Dealer as soon as reasonably practicable but in any case within two business days after the grievance has arisen.

8.2. To file any complaint the Client should complete a standard form in the Personal Area. A new complaint is assigned with a unique number (TID) and the Client is advised of the status of the complaint via email sent from disputes@alpari.ru. All complains filed in any other form (forum, email, telephone, fax etc) will not be considered¹⁴.

a) When the Client receives an email from disputes@alpari.ru in relation to the complaint, unique number (TID) and subject of the email should be save and used for the future communication.

8.3. A complaint shall include:

- a) name and surname of the Client (or company name if the Client is a legal entity);
- b) Client's login in the Trading Platform;
- c) details of when the conflict first arose (date and time in the Trading Platform Time Zone);
- d) Tickers of all disputable positions and/or Pending Orders;
- e) description of the conflict situation supported by the reference to these Terms of Business.

8.4 The complaint must not include:

- a) affective appraisal of the conflict situation;
- b) offensive language;
- c) uncontrolled vocabulary.

8.5. The Dealer has the right to refuse a complaint if any of clauses 8.1, 8.2, 8.3 and 8.4 has been breached.

Server log-file

8.6. The Server Log-File is the main information source in case of any Dispute. The Server Log-File has the absolute priority over other arguments including the Client Terminal Log-File¹⁵.

8.7. If the Server Log-File has not recorded the relevant information the Client refers to, the argument based on this reference may not be considered.

Indemnification

8.8. The Dealer may resolve all Disputes:

- a) by crediting/debiting the Client's Trading Account: this correcting entry will have an explanatory narrative;

¹⁴ Conflict situations for demo- and contest accounts are considered by the Technical Support (at support@alpari.ru, contest@alpari.ru, or by any other means mentioned at the Alpari's website in the «Contacts» menu section).

¹⁵ The Client Terminal Log-File does not register every stage of the execution of the Client's Instructions or Requests.

- b) by reopening erroneously closed positions;
- c) by deleting erroneously opened positions or placed orders.

The Dealer has the right to choose the method of Dispute resolution at its sole discretion as well as to choose one of the options described in clause 9.

Disputes not mentioned in these Terms of Business are resolved in accordance with the common market practice and at the sole discretion of the Dealer.

If the Quotes Flow has been interrupted due to the software and/or hardware failure, all decisions in respect of the Dispute will be made on a basis of the live/real Server's Quotes Base synchronized in accordance with clause 2.17.

8.9. The Dealer shall not be liable to the Client if for any reason the Client has received less profit than had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete.

8.10. The Dealer shall not indemnify the Client in respect of implied/indirect or any non-financial damage (emotional distress etc.).

8.11. The Compliance Department shall consider Client's complaint as soon as reasonably practicable but in any case within two Business Days after the grievance has arisen. The Client will receive a confirmation email generated by the automatic mail tracking system.

8.12. The Dealer takes all necessary actions in respect of the complaint with accordance to clauses 8.8, 8.9, 8.10 immediately after the decision is made but in any case within one business day.

Refusal of Complaint

8.13. If the Client has been notified in advance by Trading Platform internal mail or some other way of routine construction on the Server, complaints made in respect of any unexecuted Instructions which are given during such construction period, are not accepted. The fact that the Client has not received a notice shall not constitute a reason to lodge a complaint

8.14. Complaints in respect of a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference, are not accepted.

8.15. Complaints in respect of time of Order execution if clause 5.24 has not been breached, notwithstanding the amount of time a dealer needed to execute the Order as well as the time when the Server Log-File recorded Order execution, are not accepted.

8.16. No Client complaints will be accepted in respect of the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Dealer afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error of the dealer.

8.17. In respect of all arising Disputes any references by the Client to the Quotes of other companies or informational systems will not be taken into account.

Appeal

8.18. The Client has the right to appeal to the KROUFR dispute committee in case the Client disagrees with the Dealers's decision in respect of the complaint.

9. Typical disputes and Handling Procedures

9.1. The Dealer has the right to initiate the process of Dispute resolution. In this case the Dealer should make a decision and take all necessary actions within one Business Day after the dispute has arisen.

Placement and Modification of Pending and If-Done Orders

9.2. "If-Done" and/or Pending Orders are considered to be erroneously placed or modified in the following cases:

- a) if the Instruction precedes the first Quote for this Instrument in the Trading Platform on the Market Opening; or

- b) if the Client's Instruction to place the Pending Order is sent when an Error Quote (Spike) appears in the Trading Platform and clause 5.10 would have been breached if the Server checked the validity of the Instruction based on the Quote prior to the Spike not the Spike itself; or
- c) if a dealer makes a Manifest Error and clause 5.10 or 5.11 is breached; or
- d) if the Server confirms the Instruction by mistake despite the fact that clause 5.10 or 5.11 is breached.

If an "If-Done" or Pending Order is placed or modified erroneously and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer:

- e) deletes the Pending Order if it has not triggered yet; or
- f) deletes the position opened as a result of the Pending Order execution.

9.3. If the Pending Order is placed in the queue in order to be executed, but a dealer erroneously confirms its modification, then the Dealer has the right to trigger this Pending Order at the level set before the last modification.

9.4. No complaints are accepted if the Client is not able to place a Pending Order or modify the levels of Pending and/or "If-Done" Orders:

- a) because the Internet connection is poor either on the side of the Client or the Dealer or both and the Server Log-File has no records to prove the Client's attempt(s) to give such Instruction; or
- b) if the Client's Instruction to place the Pending Order is sent when an Error Quote (Spike) appears in the Trading Platform and clause 5.10 would have been breached if the Server had checked the validity of the Instruction based on the Quote prior to the Spike not the Spike itself; or
- c) if the Instruction precedes the first Quote for this Instrument in the Trading Platform on the Market Opening; or
- d) as a result of a Manifest Error or if a dealer has not processed the Client's Instruction, and the Server Log-File has no records to prove the Client's attempt(s) to give such Instruction; or
- e) as a result of the failure of the Trading Platform software/hardware and the Server Log-File has no records to prove the Client's attempt(s) to give such Instruction.

9.5. No complaints are accepted if the Client is not able 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 in order to be executed.

9.6. If the dealer has not executed the Instruction to place a Pending Order or modify the levels of the Pending Order and/or "If-Done" Orders:

- a) because of poor Internet connection either on the side of the Client or the Dealer or both; or
- b) as a result of a Manifest Error; or
- c) as a result of the failure of the Trading Platform software/hardware,
and
- d) the Server Log-File has record(s) to prove the Client's attempt(s) to give such Instruction, and
- e) it is the latest attempt to place a Pending Order or modify the levels of Pending Order and/or "If-Done" Orders,

and the Dealer executes this Instruction to place a Pending Order or modify the levels of Pending Order and/or "If-Done" Orders once the complaint of the Client has been recognized as reasonable.

While the Dispute remains opened, the Dealer has the right to trigger the Pending and "If-Done" Orders in the chronological order in which they would have been triggered if the Client's Instruction would have 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 the position while the Dispute in respect of this Order or Position is being considered and no complaints in respect of that matter are accepted.

The Client acknowledges that the Company will not notify the Client that the Dispute has been resolved and the Instruction has been executed and the Client shall be responsible for all the risks in this respect.

Deletion of Pending Orders

9.7. If the Pending Order is placed in the queue in order to be executed, but a dealer has executed the Instruction to cancel the Pending Order, then the Dealer has the right to delete the Order.

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

- a) because a dealer has not executed the Client's Instruction to delete the Pending Order; or
- b) as a result of a Manifest Error; or
- c) because the Pending Order has been placed in the queue in order to be executed at an Error Quote (Spike); or
- d) because of the failure, malfunction or misuse of the Trading Platform software/hardware; or
- e) because of poor Internet connection either on the side of the Client or the Dealer or both, and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer:
- f) deletes the Pending Order if it has not triggered yet;
- g) deletes the position opened as a result of the Pending Order execution.

9.9. No complaints are accepted if the Client is not able to delete the Pending Order:

- a) before the first Quote for this Instrument appears in the Trading Platform on the Market Opening; or
- b) after the Pending Order has been placed in the queue in order to be executed; or
- c) when there are no records in the Server Log-File to prove the Client's attempt(s) to give such Instruction.

9.10. If the Pending Order has been deleted by mistake:

- a) because of the failure, malfunction or misuse of the Trading Platform software/hardware; or
 - b) because of the insufficient Free Margin required to open a position as a result of an Error Quote (Spike) in the Quotes Flow at which Floating Profits/Losses for the Open Positions have been calculated; or
 - c) because of the insufficient Free Margin required to open a position as a result of a Dispute in respect of another Order or position (only in case the complaint in respect of another Order or position is recognized by the Dealer as reasonable); or
- the Pending Order will not be reinstated and no complaints in respect of this matter are accepted.

Execution of Pending Orders

9.11. If the Pending Order has been erroneously executed:

- a) at an Error Quote (Spike); or
 - b) because of a Manifest Error; or
 - c) because of the failure, malfunction or misuse of the Trading Platform software/hardware;
- In accordance with clause 9.1 of this Terms of Business or in case the complaint is recognized as reasonable the Dealer has the right to delete the position opened as a result of incorrect pending order execution and
- d) to restore this erroneously executed order if, whilst the decision in this respect is being made, the level of the pending order is positioned correctly to the current price level (refer to clause 5.10);
 - e) to cancel this erroneously executed order if, whilst the decision in this respect is being made, pending order level is position incorrectly to the current market price level (refer to clause 5.10). In this case no Client's complaints will be accepted.

9.12. If the Dealer erroneously executes a Pending Order at the price different from the price at which the Dealer should have executed it in accordance with clauses 5.26-5.28; or the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer debits / credits the Client's Trading Account with the difference between

the financial results of opening a position at the actual open price and opening a position at the price at which the Order should have been executed in accordance with clauses 5.26-5.28.

9.13. If the Dealer in accordance with clauses 5.27, 5.28 has had the right to trigger a “Buy Stop” or a “Sell Stop” order at the first Quote after the price gap, but a dealer has executed it at the Pending Order level; and the Dealer initiates a Dispute resolution in accordance with clause 9.1, the Dealer has 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.

9.14. If the Dealer in accordance with clauses 5.27, 5.28 should have triggered a “Buy Limit” or a “Sell Limit” order at the first Quote after the price gap, but a dealer has executed it at the Pending Order level; and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer indemnifies 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.

9.15. If the Client believes that the Pending Order has not been executed by mistake, the Client shall:

- a) delete this Pending Order; and
- b) open a position of the same Transaction Size, on the same Instrument and in the same direction as the Pending Order which is the subject of the complaint; and
- c) lodge a complaint indicating Tickers of the Pending Order in question and of the position that has been opened in accordance with clause 9.15 (b).

The Dealer has the right to decline the Client's complaint if the Client fails to perform these actions.

In case the Client's complaint is recognized as reasonable, the Dealer credits/debits the difference between the financial results of opening a position in accordance with clause 9.15 (b) and opening a position at the price at which the order should have been triggered in accordance with clause 5.24.

9.16. In order to execute the Client's orders, a dealer needs a reasonable period of time¹⁶. Before the Client decides to act in accordance with clause 9.15, the Client must wait a reasonable period of time to make sure that a dealer has enough time to execute the Order.

9.17. No complaints are accepted if the Pending Order has not been executed:

- a) at Error Quote (Spike); or
- b) because of the insufficient Free Margin required to open a position as a result of a Dispute in respect of another Order or position. In this case the Pending Order is automatically cancelled and will not be reopened and no complaints in respect of this matter will be accepted.
- c) in case the total Client position, after the order has been executed, would have exceeded preset limits specified for this type of account.

9.18 As one or several pending orders are coming to the queue from the same trading account The Dealer has the right to refuse in execution one or several orders in the case if free margin isn't enough¹⁷ or limits in total amount of client's position for this type of account are exceeded. Besides, orders can be executed by the Dealer in different order than they have been accepted to the queue (clause 5.32).

The procedure of placing, modifying and deleting Stop Loss and Take Profit

9.19. If a Stop Loss or a Take Profit was placed in the queue in order to be executed, but a dealer erroneously confirmed its modification (deletion), the Dealer has the right to execute this Order at the level set prior to this erroneous modification (deletion).

9.20. No complaints are accepted if the Client is not able to place, modify or delete a Stop Loss or a Take Profit:

- a) because the Internet connection is poor either on the side of the Client or the Dealer or both and the Server Log-File has no records to prove the Client's attempt(s) to give such Instruction; or

¹⁶ Usually less than a minute under Normal Market Conditions.

¹⁷ Necessary Margin for open positions is calculated at current Quotes (in accordance with clause 5.25 “c”).

- b) if the Client's Instruction to place or modify the Order is sent when an Error Quote (Spike) appears in the Trading Platform and clause 5.10 would have been breached if the Server checked the validity of the Instruction based on the Quote prior to the Spike not the Spike itself; or
- c) if the Instruction precedes the first Quote for this Instrument in the Trading Platform on the Market Opening; or
- d) if clause 5.10 is breached as a result of a Manifest Error or if a Dealer has not processed the Client's Instruction, and the Server Log-File has no records to prove the Client's attempt(s) to give such Instruction; or
- e) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware and the Server Log-File has no records to prove the Client's attempt(s) to give such Instruction.

9.21. No complaints are accepted if the Client was not able to modify or delete a Stop Loss or a Take Profit, if the Order has been placed in the queue in order to be executed.

9.22. If the dealer has not executed the Instruction to place, modify or delete a Stop Loss or a Take Profit:

- a) because of poor Internet connection either on the side of the Client or the Dealer or both; or
- b) as a result of a Manifest Error; or
- c) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware and
- d) the Server Log-File has record(s) to prove the Client's attempt(s) to give such Instruction, and
- e) it is the latest attempt to place, modify or delete the Stop Loss or the Take Profit, and

the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer executes the Instruction to place, modify or delete the Stop Loss or the Take Profit.

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 that matter are accepted.

The Client acknowledges that the Dealer has the right not to notify the Client that the Dispute has been resolved and the Instruction has been executed and the Client accepts full responsibility for all the risks in this respect.

While the Dispute remains opened the Dealer has the right to trigger the Stop Loss or the Take Profit in the chronological order in which they would have been triggered if the Client instruction would have been executed at the time it was received by the Server.

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

- a) if the Instruction precedes the first Quote for this Instrument in the Trading Platform on the Market Opening; or
- b) if the Client's Instruction to place or modify the Order is sent when an Error Quote (Spike) appears in the Trading Platform and clause 5.10 would have been breached if the Server checked the validity of the Instruction based on the Quote prior to the Spike not the Spike itself; or
- c) if a dealer makes a Manifest Error and clause 5.10 is breached; or
- d) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware.

If Stop Loss and Take Profit Orders are considered to be erroneously placed or modified, the Dealer has the right to delete the Order or cancel its last modification respectively.

Execution of Stop Loss and Take Profit

9.24. If a dealer erroneously executes a Stop Loss or a Take Profit:

- a) at an Error Quote (Spike); or
- b) because the Dealer makes a Manifest Error and clause 5.23 is breached; or
- c) because of failure, malfunction or misuse of the Trading Platform software/hardware and clause 5.24 is breached,

and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer has the right to reopen the erroneously closed position within 3 hours from the moment the Dispute arises.

If within 3 hours the erroneously closed position has not been reopened by the Dealer, the Dealer indemnifies the difference between the financial results of closing the position at actual close price and closing the position at the best price which is registered between the moment the Dispute arises and the moment of the indemnification.

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 Dealer has the right not 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.

9.25. If a Stop Loss or a Take Profit is not executed but should have been in accordance with clause 5.24, and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer has the right:

- a) to close the position at current actual price if it is not closed; and
- b) to credit/debit the difference between the financial results of closing the position at actual close price and closing the position at the price at which the order should have been triggered in accordance with clause 5.24.

The Dealer has the right to decline the complaint if the Client modifies or deletes the order in question after the dispute arises and before the decision on the complaint is taken.

9.26. No complaints are accepted if a Stop Loss or a Take Profit is not executed at an Error Quote (Spike).

9.27 If a dealer has executed a Stop Loss Order at a price which differs from the price at which the Order should have been executed in accordance with clause 5.24, and the Dealer initiates a Dispute resolution in accordance with clause 9.1,

the Dealer has the right to withdraw from the Customer's Trading Account the difference between the financial results of closing the position at the actual price and closing the position at the price at which the Order should have been executed in accordance with clause 5.24.

9.28 If a dealer has executed a Take Profit at a price which differs from the price at which the Order should have been executed in accordance with clause 5.24, and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable,

the Dealer will pay the Client the difference between the financial results of closing the position at the actual price and closing the position at the price at which the Order should have been executed in accordance with clause 5.24.

9.29 If a dealer has executed 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 5.27, 5.28 and the Dealer initiates a dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable,

the Dealer debits/credits the Client's Trading Account with the difference between the financial results of closing the position at the actual price and closing the position at the price at which the Order should have been executed in accordance with clauses 5.27, 5.28.

Execution of Stop Out

9.30. If a dealer erroneously executes a Stop Out:

- a) at an Error Quote (Spike); or
- b) because a dealer makes a Manifest Error and clause 6.1 is breached; or
- c) because of failure, malfunction or misuse of the Trading Platform software and clause 6.1 is breached; or
- d) because of the insufficient Free Margin as a result of an Error Quote (Spike) in the price flow at which Floating Profits/Losses for the Open Positions are calculated; or

e) because of the insufficient Free Margin as a result of a Dispute in respect of another Order or Position (only in case the Client's complaint has been recognized as reasonable), and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer has the right to reopen the erroneously closed position within 3 hours from the moment the Dispute arises.

If within 3 hours the erroneously closed position has not been reopened by the Dealer, the Dealer indemnifies the difference between the financial results of closing the position at actual close price and closing the position at the best price which is registered between the moment the Dispute arises and the moment of the indemnification.

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 Dealer has the right not to notify the Client that the Dispute has been resolved and the Instruction has been executed and the Client accepts full responsibility for all the risks in this respect.

While the Dispute remains opened the Dealer has the right to trigger the Stop Loss or the Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.

9.31. In order to execute a Stop Out Instruction, a dealer needs a reasonable period of time¹⁸. No complaints in respect of the Instruction execution time, notwithstanding the amount of time a dealer needs to execute it as well as the time of the relevant Server Log-File record, are accepted if clause 6.1 is not breached.

Opening/closing a position

9.32. No complaints are accepted if the Client is not be able to open/close a position:

- a) because of the poor Internet connection either on the side of the Client or the Dealer or both; and there are no records in the Server Log-File to prove the Client's attempt(s) to give such Instruction; or
- b) at an Error Quote (Spike); or
- c) if the Instruction precedes the first Quote for this Instrument in the Trading Platform on the Market Opening; or
- d) if the Dealer makes a Manifest Error or if a dealer has not processed the 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 Instruction; or
- e) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware and the Server Log-File has no records to prove the Client's attempt(s) to give such Instruction.

9.33 If the dealer has not executed the Instruction to open a position:

- a) because of poor Internet connection either on the side of the Client or the Dealer or both; or
 - b) as a result of a Manifest Error; or
 - c) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware, and
 - d) the Server Log-File has record(s) to prove the Client's attempt(s) to give such Instruction, and
 - e) it is the latest attempt to open the position on this Instrument,
- and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer executes this Instruction to open a position.

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 that matter are accepted.

¹⁸ Usually no more than 1 minute under Normal Market Conditions.

The Client acknowledges that the Dealer has the right not to notify the Client that the Dispute has been resolved and the Instruction has been executed and the Client accepts full responsibility for all the risks in this respect.

While the Dispute remains opened the Dealer has the right to trigger the Stop Loss or the Take Profit in the chronological order in which it would have been triggered if the Client's Instruction would have been executed at the time it was received by the Server.

9.34 If the dealer has not executed the Instruction to close a position:

- a) because of poor Internet connection either on the side of the Client or the Dealer or both; or
- b) as a result of a Manifest Error; or
- c) as a result of the failure, malfunction or misuse of the Trading Platform software/hardware, and
- d) the Server Log-File has record(s) to prove the Client's attempt(s) to give such Instruction, and
- e) it is the latest attempt to open the position on this Instrument,

and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer executes this Instruction to close a position.

The Client acknowledges that the Dealer has the right not to notify the Client that the Dispute has been resolved and the Instruction has been executed and the Client accepts full responsibility for all the risks in this respect.

9.35. No complaints are accepted if the Client is not able to open a position

- a) because of the insufficient Free Margin required to open the position as a result of an Error Quote (Spike) in the price flow at which Floating Profits/Losses for the Open Positions are calculated; or
- b) because of the insufficient Free Margin required to open the position as a result of a Dispute in respect of another Order or position.
- c) due to the volume limit excess of the total Client position and/or the total number of placed orders for this type of account.

9.36. The Dealer has the right to delete a position if:

- a) the Instruction to open the position precedes the first Quote in the Trading Platform on the Market Opening and a dealer erroneously executes it at the close price of the previous trading session; or
- b) a dealer erroneously executes the Instruction to open the position at an Error Quote (Spike); or
- c) the Dealer makes a Manifest Error while processing the Client's Instruction to open the position.

9.37. If:

- a) the Instruction to close a position precedes the first Quote in the Trading Platform on the Market Opening and a dealer erroneously executes it at the close price of the previous trading session; or
- b) a dealer erroneously executes the Instruction to close a position at an Error Quote (Spike); or
- c) the dealer makes a Manifest Error while processing the Instruction to close a position; or
- d) a position is closed by mistake due to the failure, malfunction or misuse of the Trading Platform software / hardware,

and the Dealer initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Dealer as reasonable, the Dealer has the right to reopen the erroneously closed position.

If within 3 hours the erroneously closed position has not been reopened by the Dealer, the position will not be reopened and no complaints are accepted in respect of its reopening. The Dealer (if the Client's complaint is recognized by the Dealer as reasonable) will pay the Client the difference between the financial results of closing the position at actual close price and closing the position at the best Quote which is registered between the moment the Dispute arises and the moment of the indemnification.

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 Dealer has the right not to notify the Client that the Dispute has been resolved and the Instruction has been executed and the Client takes full responsibility for all the risks in this respect.

10. Terms and Interpretation

10.1. In these Terms of Business for Meta Trader 4 and Systematic platforms

“Abnormal Circumstances” – a discrepancy between the condition of the company and the condition of the counterparties, the current market condition, or the capabilities of the company’s software or hardware; or other unforeseen event.

“Average market volume” – determined at the Dealer’s discretion, based on current market conditions; specified in the contract specification for every instrument.

“Quotes Base” shall mean Quotes Flow information stored on the Server.

“Base Currency” shall mean the first currency in the currency pair against which the Client buys or sells the Quote currency.

«Balance» shall mean the total financial result of all completed transactions and depositing/withdrawal operations on the Trading Account.

“Bar/Candle” shall mean a Chart element, which shows opening and closing prices, as well as lowest and highest prices for the definite period of time (for example, minute, 5 minutes, a day, a week).

“Fast Market” shall mean rapid movements on the market for the short period of time often causing Price Gaps. Generally it may occur immediately before or after any important event such as:

- a) releases of main macroeconomic indicators on global economies, which have great impact on the financial market;
- b) central banks decisions on interest rates;
- c) press conferences and speeches of the central banks heads, heads of state, financial ministers and other significant announcements;
- d) interventions;
- e) terror attacks;
- f) natural disasters or other “Acts of God” which cause the announcement of the state of emergency (or other restrictive measures) on the affected territories;
- g) war or any other military actions;
- h) political force majeure: dismissal or appointment (including election results) of the government executives;
- i) any other similar events which influence price movements.

“Quote currency” the second currency in the currency pair which can be bought or sold by the Client for the base currency.

“Currency pair” shall mean the object of transaction based on the change in the value of one currency against the other.

“Trading Platform Time Zone” shall mean the time zone in which the Server Log-File records any event. At the time of the release of this document the Trading Platform Time Zone is Moscow time less 2 hours (GMT/BST + 1).

“Chart” shall mean the Quotes Flow in the form of a chart. For the period relevant for a Bar/Candle:

- 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.

“Dealer, The” shall mean the company the Client enters the Agreements into in respect of the legal basis of margin trading;

“Dealer, a” shall mean an employee of the company who is authorised to process the Client's Instructions, executes orders and Stop Outs.

“Long position” shall mean a Buy position that appreciates in value if market prices increase. In respect of currency pairs: buying the base currency against the Quote currency.

“Day Order” shall mean a Pending Order which is automatically deleted at the end of the trading session.

“Closed position” is a result of the second part of a fully accomplished Transaction.

“Request” shall mean the Client's Order to the Dealer given to obtain a Quote. Such Request shall not constitute an obligation to make a transaction.

“Instrument” shall mean any currency pair or Contract for Difference.

“Request Execution” shall mean the mechanism of providing Quotes to the Client with prior Request.

“Account History” shall mean all completed transactions and depositing/withdrawal operations on the Trading Account.

“Client” shall mean a legal entity or an individual being a party to the Operative Agreements with the Dealer in respect of making Transactions, subject to Margin Trading.

“Client Agreement” shall mean the agreement between the Dealer and the Client, which together with the Terms of Business and the Risk Acknowledgement and Disclosure are defined as «Operative Agreements» and govern the terms on which the Dealer deals with the Client.

“Client Terminal” shall mean the MetaTrader program of version 4.xx, which is used by the Client in order to obtain information about financial markets (which content is defined by the Dealer) in real-time, to make technical analysis of the markets, make transactions, place/modify/delete Orders, as well as to receive notices from the Dealer. The program can be downloaded at the Alpari's web page (<http://www.alpari.ru/en/metatrader/>) free of charge.

“Contract for Difference” shall mean a contract, which is a contract for difference by reference to fluctuation in the price of the underlying asset (shares, futures, metals, indices etc.).

“Short position” shall mean a Sell position for any Instrument in expectation of a price fall. For currency pairs: selling the base currency against the quote currency.

“Quoting” shall mean the process of providing the Client with the Quotes in order to make a transaction.

“Quote” shall mean the information of the current price for specific instrument, in the form of the Bid and Ask price.

“Leverage” shall mean ratio in respect of margin and transaction size: 1:33, 1:100, 1:200, 1:300, 1:400, 1:500. e.g. the ratio 1:100 means that in order to make a deal the required amount on the Trading Account is hundred times less than Transaction Size.

“KROUFR” shall mean Russian Financial Regulation Agency (<http://www.kroufr.ru>).

“Rate” shall mean 1) for the currency pair: the value of the base currency in the terms of the quote currency; 2) for the Contract for Difference: the value of one unit of the underlying asset in terms of money.

“Personal Area” shall mean the Client's personal page on Alpari's website with Client's contact details, depositing/withdrawing operations and any other information not related to trading;

“Client Terminal Log-File” shall mean the file, which is created by the Client Terminal in order to record all the Client's Requests and Instructions to the Dealer with accuracy to a second.

“Server Log-File” shall mean the file created by the Server, which records accurately to a second all Requests and Instructions, sent by the Client to the Dealer as well as the results of their execution.

“Matched positions” shall mean long and short positions of the same size opened on the Trading Account for the same Instrument¹⁹.

¹⁹ 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 non-locked position.

“Lot” shall mean an abstract notion of the number of shares, base currency, or other underlying asset in the Trading Platform.

“Maximum deviation” is a parameter expressed in pips/points set in the "Open/Close position" Window in the Client Terminal.

“Hedged margin” means assurance, required by Dealer for matched positions opening and maintenance. It is noted in the Contract Specification for each Instrument.

“Margin Trading” shall mean leverage trading when the Client may make transactions having far less funds on his Trading Account.

“Initial margin” shall mean the margin required by the Dealer to cover open positions. The details for each Instrument are in the Contract Specifications.

“Necessary margin” shall mean the margin required by the Dealer to maintain open positions. The details for each Instrument are specified in the Contract Specifications.

“Spike” shall mean an Error Quote with the following characteristics:

- a) a significant Price Gap; and
- b) in a short period of time the price rebounds with a Price Gap; and
- c) before it appears there is no rapid price movement; and
- d) before it appears there are no important macroeconomic indicators and/or corporate reports.

Dealer has the right to delete Spikes from the Quote Base of the Server.

“Nontrading operation” is an operation of depositing/withdrawing assets to/from the Trading Account respectively or operation of lending /reimbursement of credit.

“New Margin” shall have the meaning given in clauses 3.6.b), 5.25.b).

“Normal Market Conditions” shall mean the market where:

- a) there are no considerable breaks in the Quotes Flow in the Trading Platform; and
- b) there is no fast price movement; and
- c) there is no large Price Gap.

“Normal market” - “Normal Market Conditions”

“Transaction size” shall mean a lot size multiplied by number of lots.

“Order” shall mean an Instruction of the Client to the Dealer to open or close a position when the price reaches the level of the Order.

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

- a) make counter transaction of the same volume;
- b) maintain equity not lower than 20% of the Necessary Margin.

“Market Opening” shall mean the time when the market opens after weekends, holidays or trading sessions time gaps.

“Pending Order” shall mean an instruction from the Client to the Dealer to open a position once the price has reached the level of the Order.

“Floating profit/loss” shall mean unrecorded Profit/Loss on open positions at the current prices.

“Transaction” shall mean two counter deals of the same size (open and close a position): buy then sell and vice versa.

“Quotes Flow” shall mean the stream of prices in the Trading Platform for each Instrument.

“Instant Execution” shall mean the mechanism of providing Quotes to the Client without prior Request. The Client may make a Transaction anytime as the Client sees the Quotes Flow in real-time.

“Point” / “pips” shall mean the numerical value of the last, or right-most, digit of a Quote.

“Lot size” shall mean the number of shares, underlying asset, base currency in one lot defined in the Contract Specifications.

“Developer” shall mean the “MetaQuotes Software Corp.” company, the developer of the Trading Platform.

“Instruction” shall mean an Order of the Client to the Dealer to open/close a position or to place/modify/delete an order.

“Abnormal Market Conditions” shall mean Thin market or Fast market.

“Alpari’s website” shall mean Alpari’s website at <http://www.alpari.ru/en/>.

“Free Margin” shall mean funds on the Trading Account, which may be used to open a position. It is calculated as equity less Necessary Margin.

“Server” shall mean the MetaTrader Server program of version 4.xx. The program is used to execute the Client’s Instructions or Requests, to provide trading information in real-time mode (the content is defined by Dealer), in consideration of the mutual liabilities between the Client and the Dealer, subject to terms of these Terms of Business.

“Advisor” shall mean an algorithm in the form of a program based on MetaQuotes Language 4, which is used to control a Trading Account and give Instructions and Requests to the Server via the Client Terminal.

“Contract Specification” shall mean principal trading terms (spread, lot size, initial margin size, margin for the matched positions etc.) for each Instrument. At the time of the release of this document the information is displayed at <http://www.alpari-forex.com/en/cspect/>.

“Dispute” shall mean 1) the conflict situation when the Client believes that the Dealer as a result of any action or failure to act breaches one or more terms of these Terms of Business; 2) the conflict situation when the Dealer believes that the Client as a result of any action or failure to act breaches one or more terms of these Terms of Business; 3) the conflict situation when the Client makes a deal at an Error Quote (Spike), or before the first Quote comes to the Trading Platform on the Market Opening, or at the Quote received by the Client because a dealer made a Manifest Error or due to the Trading Platform software failure.

“Spread” shall mean the difference between Ask and Bid prices.

“Ticker” shall mean the unique identity number assigned for each Open Position or Pending Order in the Trading Platform.

“Account Type” shall mean trading account offered by the Dealer. Types of these accounts are specified on the “Our Services” webpage. The Client chooses account type while applying for the account and it cannot be changed afterwards.

“Thin market” shall mean a market in which the Quotes in the Trading Platform are rare as opposed to the Normal Market Conditions. Such conditions are usual for Christmas, national holidays in G7, from 20:00 till 00:00 GMT etc.

“Trading Platform MetaTrader: Alpari” or **“Trading platform”** shall mean the program, which is used by the Client in order to obtain information about financial markets (which content is defined by the Dealer) in real-time, to make technical analysis of the markets, make transactions, place/modify/delete Orders, as well as to receive notices from the Dealer. The program can be downloaded at the Alpari’s web page (<http://www.alpari-forex.com/en/metatrader/>) free of charge.

“Trading Account” shall mean the unique personified registration system of all completed transactions, open positions, orders and deposit/withdrawal transactions in the Trading Platform.

“Order level” shall mean the price indicated in the Order.

“Force majeure” means events that could not be foreseen or prevented. Such as:

- a) act of nature;
- b) war;
- c) terrorist attack;
- d) government acts and other legislative and executive government authorities actions;
- e) Computer Hacker attacks and other illegal actions in relation to Dealer.

“Price prior to Spike” shall mean the close price of the minute bar prior to the minute bar with Spike.

"Price gap" shall mean the following:

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

"Price Gap on the Market Opening" shall mean the following:

- a) the first Bid of the trading session is higher than the last Ask price of the previous session;
- b) the first Ask of the current trading session is lower than the last Bid of the previous session.

"Manifest Error" shall mean an error of a dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other dealer's action in respect of the prices which are significantly different from the market prices.

"Ask" shall mean the higher price in the Quote. The price the Client may buy at.

"Bid" shall mean the lower price in the Quote. The price the Client may sell at.

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

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

"CFD" shall mean a Contract for Difference.

"Equity" shall mean: balance + credit+ floating profit - floating loss.

"Gap level" is the distance within the price gap expressed in pips/points, after which all types of orders are executed at the first obtainable after the gap Quote not at the Order level. "Gap level" value for each instrument is indicated in the Contract Specifications.

"GTC" ("Good Till Cancelled") shall mean the Order which is valid until the Client sends the Instruction to delete the Order.

"Hedged margin" shall mean the required by the Dealer margin sufficient to open and maintain matched positions. The details for each Instrument are in the Contract Specifications.

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

"Limit & Stop levels" shall mean the distance in pips/points between the order level and current price (pending order level).

"Margin Level" shall mean the percentage equity to necessary margin ratio. It is calculated as $(\text{equity}/\text{margin}) * 100\%$.

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

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

"Stop Loss" shall have the meaning given in clause 5.2.

"Stop Out" shall mean an Instruction to close the Client's Open Position without the consent of the Client or any prior notice in case of insufficient funds required for maintaining Open Positions.

"Storage" shall mean the charge for the position's rollover overnight. Storage can be both positive and negative. At the moment of release of this document the storage details are specified at <http://www.alpari.ru/en/cspec/>.

"Take Profit" shall have the meaning given in clause 5.2.

"Trailing Stop" shall mean 1) a trailing stop value set by the Client; 2) the algorithm of managing "Stop Loss" orders:

- a) if open position's profit is less than Trailing Stop value no action shall be taken;
- b) once the profit (in points) of the open position has exceeded "Trailing Stop" value the Client Terminal gives an Instruction to place "Stop Loss" order at the level which is at the same range from the current price as the "Trailing Stop" value;
- c) once a new Quote has been received and the range between "Stop Loss" order level and current price has become higher than the Trailing Stop value, the Client Terminal sends the Instruction to the Server to modify "Stop Loss" order at the level which is at the same range from the current price as the "Trailing Stop" value.

“Trailing Stop” is executed only when the Client Terminal is on-line, having been successfully authorized.

10.2. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders.

10.3. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to these Terms of Business.

10.4. The clause headings are inserted for ease of reference only and do not affect the construction of these Terms of Business.

ALPARI NZ LIMITED

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