

Public Offer Agreement

General provisions

SuperForex Ltd. (hereinafter referred to as the Company) and an individual or entity, who accepted the Public Offer Agreement and filled in the registration form (hereinafter referred to as the Customer), together referred to as the Parties, entered into the Public Offer Agreement (hereinafter referred to as the Agreement).

1. Definitions

- 1.1. Account history: A full list of all completed transactions and non-trading operations conducted on a live account.
- 1.2. Active account: The Customer's trading account, where quantity of the executed market lots (1 market lot equals 10 SuperForex lots) for the accounting period exceeds 0.2% of the average equity denominated in USD. For a \$1,000 account, the lot quantity is 2 market lots or 20 SuperForex lots. For the opposite trades, only a half of the locked volume is counted as the quantity of executed lots.
- 1.3. Arbitrage: A trading strategy which uses "Arbitrage transactions".
- 1.4. Arbitrage transaction: An operation when an asset is bought on one market and at the same moment a matching asset is sold on a different market. This price difference is fixed on various exchange markets. The value of the portfolio remains almost unchanged regardless of the market movements (as the opposite trades offset each other). When the price difference changes to a positive side, the opposite arbitrage transaction is conducted to fix the profit. An arbitrage transaction is also a transaction consisting of a buy operation with an instrument conducted on one market with no sell operation on another market on the condition that a considerable price gap between the quotes of these two markets appears at the moment of trade opening or closing.
- 1.5. Ask: The highest price in the pair at which the Customer buys the currency.
- 1.6. Balance: The aggregate financial result of all completed transactions and non-trading operations of a trading account.
- 1.7. Base currency: The first currency quoted in a currency pair, which the Customer can buy or sell at the price of the quote currency.
- 1.8. Bid: The smallest price in the quote of a currency pair exchange rate. The Customer sells at bid price.
- 1.9. Bonus funds: The funds received by the Customer within bonus programs and contests held by the Company.
- 1.10. Candlestick bar: An element of the chart, which includes open and close prices as well as maximum and minimum prices for a certain period (1 minute, 5 minutes, an hour, 24 hours, a week etc.).

- 1.11. Chart: A quote stream presented graphically. It shows the high of any bar/candlestick, which is the maximum Bid over a period; the low or minimum Bid; the close price or the last Bid of any bar/candlestick; and the open price or first Bid of any bar/candlestick.
- 1.12. Closed position: The result of the second part of a completed position.
- 1.13. Completed position: Consists of two opposite trading operations of equal volume (open and close position): buying followed by selling or selling followed by buying.
- 1.14. Contract for difference (CFD): A subject of a trading operation based on changes of an asset rate (i.e. the asset being the subject of the CFD), including stocks, futures, commodities, precious metals, stock index etc.
- 1.15. Contract specification: The main trading conditions (such as spread, lot size, minimum trade volume, trade volume increment, margin, lock margin etc.) for each instrument.
- 1.16. Currency pair: A subject of a trade operation, which is based on the price change of one currency versus another currency.
- 1.17. Customer: A legal body or an individual who has accepted the present Agreement with the Company in order to conduct operations under the terms of margin trading.
- 1.18. Customer log file: A file created by the trading platform, which records all requests and orders sent by the Customer to the Dealer with a 1-second accuracy.
- 1.19. Client terminal: A MetaTrader 4.xx software product, which enables the Customer to get information on financial market trades in the real time mode (quantity defined by the Company), perform technical analysis of the markets, conduct trades, set/change/cancel orders and receive messages from the Dealer and the Company.
- 1.20. Dealer:
 - 1.20.1. A company, which the Customer entered into the Agreement with, which regulates the legislative base of conducting trade operations under the conditions of margin trading;
 - 1.20.2. An employee of this company who manages orders of the Customer including their execution, stop out and margin calls;
- 1.21. Developer: MetaQuotes Software Corp. - the developer of the trading platform.
- 1.22. Disputable situation:
 - 1.22.1. A situation when the Customer assumes that the Dealer has violated one or more clauses of the present Agreement as a result of its activity or inactivity;
 - 1.22.2. A situation when the Dealer assumes that the Customer has violated one or more clauses of the present Agreement as a result of his activity or inactivity.
- 1.23. Equity: The current account balance calculated according to the formula: balance + floating profit - floating loss.
- 1.24. Expert advisor: A trading account management algorithm in the form of a program build in MetaQuotes Language 4. This program sends requests and orders to the server through the Client terminal.

- 1.25. Fast market: A condition of the market that is characterized by sudden currency rate changes during a short period of time and often followed by price gaps. Usually it occurs before and/or after one or a series of events:
 - 1.25.1. Publication of economic indicators of the G8 members (the eight leading industrial countries, i.e. the USA, Germany, Japan, France, the UK, Canada, Italy, Russia). It has a high degree of influence on the financial markets;
 - 1.25.2. Release of key interest rates made by central banks and their committees;
 - 1.25.3. Speeches or press conferences of central bank governors, finance ministers of the G8, presidents;
 - 1.25.4. Interventions of governments in the currency markets;
 - 1.25.5. Terrorist acts of a national (governmental) importance;
 - 1.25.6. Natural disasters that caused announcement of the state emergency (or of the analogical restrictive measures) within the affected territories;
 - 1.25.7. Outbreak of war or military actions;
 - 1.25.8. Political force major events such as resignations, appointments or inaugurations (including election results) of executive branch of governments;
 - 1.25.9. Other conditions that influence the dynamic of the currency rate.
- 1.26. Floating profit/loss: Unfixed profit/loss of an open trade at the current exchange rates.
- 1.27. Force majeure circumstances: Occurrences that could not have been foreseen or prevented such as:
 - 1.27.1. Natural disasters;
 - 1.27.2. Wars;
 - 1.27.3. Acts of terror;
 - 1.27.4. Government actions, actions of executive and legislative government authorities;
 - 1.27.5. Hacker attacks and other unlawful acts toward servers.
- 1.28. Free margin: The funds on a trading account that can be used for opening new trades. It calculated according to the formula: equity - margin.
- 1.29. SuperForex website: The official website of SuperForex at www.superforex.com.
- 1.30. Hedged margin: A guarantee cash cover required by the Company for opening and maintaining trades. For every instrument, it is indicated separately in contract specification.
- 1.31. Initial margin: The required by the Dealer cash cover for opening a trade. For each instrument, the value is indicated in contract specification.
- 1.32. Instrument: A currency pair or CFD (contract for difference).
- 1.33. Leverage: The ratio of a margin used in a trade to the volume of the trade: 1:100, 1:200. Leverage 1:200 means that in order to open a trade, it is necessary to have a trading account with the equity 200 times less than the trade value.

- 1.34. Lock: Long and short positions of the same volume that were opened for the same instrument on the same trading account.
- 1.35. Lock margin: A cover amount required by the Dealer in order to open and maintain lock positions. For every instrument, it is indicated in contract specification.
- 1.36. Long: A buy operation with an instrument with a view to the rate increase. For currency pairs, it is purchasing the base currency for the quote currency.
- 1.37. Lot: A unit to measure the quantity of shares, commodities, and amount of base currency, which is used in a trading platform.
- 1.38. Lot size: The quantity of assets, commodities or amount of base currency per one lot defined in the contract specification.
- 1.39. Market open: The start of a trading sessions after weekend, holidays or after a time interval between trading sessions.
- 1.40. Margin: An amount of money required for maintaining open positions. It is indicated in the contract specification.
- 1.41. Margin Call: A state of the trading account when the Company has a right but not an obligation to close all open trades of the Customer because of insufficient funds (free margin). Margin level, whereat "margin call" situation arises, is set forth in the present Agreement.
- 1.42. Margin Level: The ratio of equity to necessary margin (in per cent) calculated according to the formula: $(\text{equity}/\text{margin}) \times 100\%$.
- 1.43. Margin trading: Trading with the use of leverage; a Customer is able to open trades, the value of which is much higher than the personal funds of the Customer.
- 1.44. Non-trading operation: The operation of replenishment of a trading account (or withdrawing money from the trading account) or the operation of allocating (returning) the credit.
- 1.45. Normal market conditions, Normal market: The condition of the market when:
 - 1.45.1. There are no significant breaks in delivery of quotes to the trading platform;
 - 1.45.2. There is no extreme volatility;
 - 1.45.3. There are no considerable price gaps.
- 1.46. Obvious error: opening/closing of the positions by the Dealer or executing any other orders of the Customer at prices, which greatly differ from the price of the instrument in the quote stream at the moment of execution. Or some other activity or inactivity of the Dealer related to wrong evaluation of the market prices at a certain moment.
- 1.47. Opening gap: A situation when one of the following statements is true:
 - 1.47.1. Bid at the market open is higher than Ask at market close;
 - 1.47.2. Ask at market open is lower than Bid at market close.
- 1.48. Open position: The result of the first part of a completed position. When opening a position, the Customer undertakes the following obligations:

- 1.48.1. To conduct the second part of the completed position (buy/sell) of the same size;
- 1.48.2. To maintain equity over 30% of the margin.
- 1.49. Order: A Customer's instruction to the Dealer to open/close a trade once the price reaches the order level.
- 1.50. Order level: The price indicated in the order.
- 1.51. Pending order: A Customer's instruction to the Dealer to open a trade once the price reaches the order level.
- 1.52. Pip: The smallest unit of a price for any foreign currency.
- 1.53. Price gap: Either of the following situations:
 - 1.53.1. The current Bid is higher than the prior Ask;
 - 1.53.2. The current Ask is lower than the prior Bid.
- 1.54. Price prior to non-market quote: A close price of a minute bar, prior to non-market minute bar quote.
- 1.55. Quote currency: The second currency in a currency pair symbol that is used by the Customer for selling or buying the base currency.
- 1.56. Quote stream: The sequence of quotes for every trading instrument transmitted to the trading platform.
- 1.57. Quoting: The process of providing the streaming real-time currency quotes to the Customer for conducting a trade.
- 1.58. Rate:
 - 1.58.1. For a currency pair: the cost of a base currency unit measured in a quote currency;
 - 1.58.2. For CFD: the cost of a base asset unit measured in a currency.
- 1.59. Real deposit: A difference between deposit and withdrawal amounts on the Customer's trading account for the reporting period.
- 1.60. Request: A Customer's instruction to the Company to receive a quote. The request is not an obligation to open a trade.
- 1.61. Server: A software product of MetaTrader Server 4.xx, which processes Customer's orders, transmits information about financial market trades in the real-time mode (the volume to be defined by the Company), records mutual obligations of the Customer and the Dealer, and limits the Customer and the Dealer according to the conditions and restrictions.
- 1.62. Server log file: A file created by the server, which records all requests and orders received by the Dealer from the Customer, including the processing result, with 1-second accuracy.
- 1.63. Short position: A sell operation with an instrument with a view to the rate decline. With respect to currency pairs, it is selling the base currency for the quote currency.
- 1.64. Spike: A quote that meets the following conditions:
 - 1.64.1. It is within a considerable gap;

- 1.64.2. It is within a short-term period when the price falls or jumps and returns to the initial level creating a gap;
- 1.64.3. No high volatility prior to this price quote;
- 1.64.4. No macroeconomic events and/or corporate news notably influencing the price.
- 1.65. Spread: The difference between Bid and Ask (in pips).
- 1.66. Stop loss: A type of order that minimize the loss when the trading instrument price moves to the negative territory. Its level is always below the current Bid price in long positions, and above the Ask price in short positions.
- 1.67. Stop out: Forced order to close a position generated by the server.
- 1.68. Streaming real-time quotes: The mechanism of providing the quote stream to the Customer by the Dealer in the real-time mode, using which the Customer is able to send an order to the Dealer to conduct a trade at any moment.
- 1.69. Swap: A payment taken from a trading account or credited to a trading account by the Dealer for keeping an open position overnight. Swap values are available in contract specification.
- 1.70. Take profit: A type of order that fixes the profit when the trading instrument price reaches a certain level. Its level is always above the current Bid price in long positions, and below the Ask price in short positions.
- 1.71. Ticket: A unique identification number assigned to a position or a pending order in the trading platform.
- 1.72. Trade size: The quantity of lots multiplied by the lot size.
- 1.73. Trade volume: The volume of a trading operation in SuperForex lot.
- 1.74. Trailing Stop: The stop loss (SL) order management algorithm:
- 1.74.1. If a floating profit of an open position does not exceed the trailing stop level, the server shall not take any actions;
 - 1.74.2. As soon as the profit of an open position exceeds the trailing stop level, the server shall move the SL order to maintain the trailing stop at a set distance from the current price;
 - 1.74.3. As soon as the interval between the SL order and the current price exceeds the trailing stop value, the server shall change the SL order level so that the distance between the SL order and the current price equals the trailing stop value.
- 1.75. Trailing stop value: The value of trailing stop set by the Customer.
- 1.76. Trading account: A unique personalized log of all operations executed through the trading platform, where completed transactions, open positions, non-market operations, and orders are recorded.
- 1.77. Trading operation, Trade: An operation of buying/selling of an instrument carried out by the Customer.

- 1.78. Trading platform: A set of software and technical facilities that enables the Dealer to receive the information on trades in the real-time mode, conduct trading operations, observe mutual obligations of the Customer and the Dealer, and enforce observing conditions and restrictions.
- 1.79. Trading platform time: The time zone, according to which the time of the actions is recorded in the server log file. At present it is GMT+3.
- 1.79.1. SuperForex reserves the right to delete the information about spike from the quote database.
- 1.79.2. Trailing Stop works only when the Client terminal is run on the Customer's computer, connected to the Internet and successfully authorized on the server.
- 1.79.3. In a simplified form for the present Agreement, it is considered to be containing only the "Server" and the "Client terminal".
- 1.80. The Company has a right to freeze your account and consequently close it if you do not have any activity within a period of 30 days since your account was last active.

The present Agreement between the Customer and the Company stipulates the terms of use of all services offered by the Company and other authorized third-party service providers, including the services for conducting trading operations on the Customer's trading account.

2. Company's services

2.1. Definition of the Company's services:

- 2.1.1. The Company's services are all interactive programs or services offered by the Company, which make it possible for the Customer to Trade on the financial markets through the Company's trading platform by transmitting electronic data from the Customer to the Company using a personal computer connected by modem or any other device to the file transfer network assigned by the Company;
- 2.1.2. The Company's services include the information software set "MetaTrader 4.0", the means of technical analysis and services of the third-party information providers offered along with the services of the Company.
- 2.1.3. The Customer acknowledges that the Company is entitled to change, add, rename or leave unaltered its services offered under the terms of the present Agreement without any prior notice. The Customer also acknowledges that the Agreement is applicable to services, which can be changed, added or renamed in future in addition to the services that are currently provided to the Customer.
- 2.1.4. The Customer agrees that the Company merely executes the Customer's orders without providing trust management or recommendations. The Company executes the Customer's requests or orders regardless of a trade character, even if it is harmful for the Customer.
- 2.1.5. In some cases described in the present Agreement, the Company is not obliged to:
- 2.1.5.1. Monitor and notify the Customer about the trade status;
- 2.1.5.2. Close a Customer's open position;

2.1.5.3. Make attempts to execute the Customer's order using the quotes, which differ from the quotes displayed in the MetaTrader 4.0 trading platform.

2.1.6. The Company's services shall not include the provision of recommendations and information to motivate the Customer to conduct operations. In some cases, the Company is entitled to give information, recommendations and piece of advice to the Customer but it bears no responsibility for the result and effectiveness of this information. The Company is entitled to cancel or close any Customer's position under the conditions set forth in the present Agreement. All trades conducted by the Customer as a result of error information or a mistake are to be upheld by the Parties.

3. Basic principles

3.1. Processing Customer's orders:

3.1.1. The Customer's requests and orders are processed according to the following scheme:

3.1.1.1. The Customer makes a request or an order through the Client terminal, which checks them for errors;

3.1.1.2. The Client terminal sends the request or order to the server;

3.1.1.3. The server receives the Customer's order and checks it for errors;

3.1.1.4. Once the Customer's request or order is processed, the server sends the result back to the Client terminal;

3.1.1.5. Provided that there is seamless connection between the Client terminal and the server, the Client terminal receives the result of the request or order execution from the server.

3.1.2. The Customer is entitled to make an attempt to cancel the request (which is queued), but the Company does not guarantee the success of this attempt.

3.1.3. The time required to execute a request or an order depends on the quality of connection between the Client terminal and the Company's server as well as on the market conditions. Under the normal market conditions, it usually takes about 1-5 seconds to process a request or an order. Amid the abnormal market conditions, the processing time can be extended up to 10-15 seconds.

3.1.4. The Company's server can decline the Customer's order if:

3.1.4.1. There is "Off quotes" message at market open, and the Customer makes a request before the first quote is transmitted to the trading platform;

3.1.4.2. There is not enough funds on the Customer's trading account to open a new position;

3.1.4.3. The market conditions are abnormal.

3.1.5. The Client terminal is the main tool for the Customer to send requests or orders to the Company. The Customer is entitled to make a request or an order through an operator only if the Client terminal is out of service.

3.2. Trading operations:

3.2.1. The list of instruments available for trading in instant execution mode is provided on the Trading conditions page of the SuperForex.

3.3. Minimum trade volume:

3.3.1. For the trading accounts of Standard and NoSwap types with the balance and/or equity in amount of \$100,000 (one hundred thousand USD) or equivalent in other currency, the Company is entitled to limit the minimum trade volume to 1 SuperForex lot (or \$1 per pip). For accounts of \$10,000 (ten thousand USD) or equivalent in other currency, the Company is entitled to limit the minimum trade volume to 0.1 SuperForex lot (or \$0.10 per 1 pip). For trading accounts with the balance of over \$10,000 and over \$100,000, the Company is entitled to set the minimum trade volume proportionate to the balance.

3.3.2. If the total trade size of the Customer's open positions exceeds the following amounts in base currency, the Company is entitled to impose limitations on the maximum leverage:

3.3.2.1. For the amounts over \$5,000,000 (five million US dollars) to 1:100;

3.3.2.2. For the amounts over \$20,000,000 (twenty million US dollars) to 1:50.

The Company is entitled to impose the above-mentioned restrictions on a selective basis.

3.4. Spreads:

3.4.1. Upon normal market conditions, the Company deducts fixed spread, which is indicated in the contract specification.

3.5. Holding open position over midnight:

3.5.1. If the Customer holds open position over the midnight, the process of accruing or deducting the swap amount starts at 23:59:30. At Wednesday-Thursday night a triple swap is accrued or deducted from the Customer's trading account.

3.6. Amendments to trading conditions:

3.6.1. The Company is entitled to change the margin requirements, spreads, the order executing mode and other trading conditions in correlation with the national and international holidays. All changes are applicable to open trades and new positions.

3.7. Closing CFD positions:

3.7.1. The Company is entitled to close open CFD position at the last quote at market close if such position is open on the day (or on the next day) when the financial statistics of the CFD issuing company or any other information or event, which has a great impact on the stock rates, is released.

3.8. Opening positions:

3.8.1. To open a position, the Customer shall send an order through the Client terminal to the Company's server. The following order parameters are obligatory:

3.8.1.1. Instrument;

3.8.1.2. Trade volume.

3.8.2. SF website.

3.9. The Company shall notify the Customer 7 days prior to changing the list of the trading instrument.

3.9.1. To open a Buy/Sell position, the Customer shall send an order through the Client terminal.

3.9.1.1. To open a Buy position, the Customer shall click "Buy" in the order window of the Client terminal, whereat the order is sent to the server.

3.9.1.2. To open a Sell position, the Customer shall click "Sell" in the order window of the Client terminal, whereat the order is sent to the server.

3.10. Executing Customer's orders to open a position.

3.10.1. If the amount of free margin is enough, the Company shall execute the order of the Customer to open a position. The free margin amount is re-calculated automatically.

3.10.2. If the price changes when the server is executing the Customer's order, it shall offer a new Bid/Ask price. The Customer will see the "Requote" window with new prices in the Client terminal. If the Customer agrees to open a trade at the new price, he shall click "Ok" within 3 seconds.

3.10.3. The Customer's order to open a position is deemed to be executed and the position is deemed to be opened when the corresponding server log file is updated with a new record. Each new position shall receive a sequential ticket number.

3.11. Closing a position.

3.11.1. To close a position through the Client terminal, the Customer shall indicate the following parameters:

3.11.1.1. The ticket of the position to be closed;
3.11.1.2. Trade volume.

3.11.2. To close a position, the Customer shall click the icon "Close" in the Client terminal.

3.12. Execution of the Customer's order to close a position.

3.12.1. If the price changes when the server is executing the Customer's order, it shall offer a new Bid/Ask price. The Customer will see the "Requote" window with new prices in the Client terminal. If the Customer agrees to open a trade at the new price, he shall click "Ok" within 3 seconds.

3.12.2. The Customer's order to close a position is deemed to be completed, and the position is deemed to be closed when a corresponding server log file is updated with a new record.

3.13. Description of orders available in the trading platform.

3.13.1. Types of orders:

3.13.1.1. "Buy Stop" is a buy position opened at a higher price than the current one at making the order;

3.13.1.2. "Sell Stop" is a sell position opened at a lower price than the current one at making the order;

3.13.1.3. "Buy Limit" is a buy position opened at a lower price than the current one at making the order;

3.13.1.4. "Sell Limit" is a sell position opened at a higher price than the current one at making the order.

3.13.2. The Customer is entitled to use the following orders to close a position:

3.13.2.1. "Stop Loss" order closes a position at a price less profitable for the Customer compared to the current price at making the order;

3.13.2.2. "Take Profit" order closes a position at a price more profitable for the Customer compared to the price at making the order.

3.13.3. The Customer is entitled to change and remove any pending order before it is activated.

3.14. Execution of orders.

3.14.1. An order shall be queued for execution in the following cases:

3.14.1.1. Sell Stop order is queued for execution when the Bid price in the quote stream is lower or at the order level;

3.14.1.2. Buy Stop order is queued for execution when the Ask price in the quote stream hits or exceeds the order level;

3.14.1.3. Sell Limit order is queued for execution when the Bid price in the quote stream hits or exceeds the order level;

3.14.1.4. Buy Limit order is queued for execution when the Ask price in the quote stream is lower or at the order level;

3.14.1.5. Take Profit order for open buy position is queued for execution when the Bid price in the quote stream exceeds or hits the order level;

3.14.1.6. Stop Loss order for open buy position is queued for execution when the Bid price in the quote stream drops below or equals the order level;

3.14.1.7. Take Profit order for open sell position is queued for execution when the Ask price in the quote stream drops below or equals the order level;

3.14.1.8. Stop Loss order for open sell position is queued for execution when the Ask price in the quote stream exceeds or hits the order level.

3.14.2. In case of a price gap, the orders shall be executed according to the following rules:

3.14.2.1. Pending order, the open level and Take Profit of which is in a price gap, are cancelled with a comment [cancelled/gap];

3.14.2.2. Stop Loss order, the level of which is within a price gap, is executed with the comment [sl/gap] at the first received price following the gap;

3.14.2.3. Buy Stop and Sell Stop pending orders are executed with the comment [started/gap] at the first price following a price gap;

3.14.2.4. Buy Limit and Sell Limit pending orders are executed with the comment [started/gap] at the order price;

3.14.2.5. instrument.

In some cases when a price gap is small, an order can be executed in the ordinary course at the order price.

3.14.3. If the server receives a pending order and the amount of free margin is not enough for execution, the server deletes the order from the queue with the comment "deleted [no money]".

3.15. Order submitting terms, validity, and parameters.

3.15.1. The Customer may submit, remove or change an order only if trading of an instrument is allowed. The trading hours for each instrument are available at SF website.

3.15.2. Submitting a pending order, the Customer shall provide the following information:

3.15.2.1. instrument;

3.15.2.2. trade volume;

3.15.2.3. order type (Buy Stop, Sell Stop, Buy Limit, Sell Limit);

3.15.2.4. price level for the order;

3.15.3. When the server receives a pending order, it checks the trading account for free margin to accept the order. Then the server adds the new position to the list of open positions and recalculates the aggregate Customer's position and free margin.

3.15.4. Under normal market conditions, the server executes an order at the set price without slippage.

3.15.5. An order is deemed to be executed once it has been recorded in the server log file.

3.15.6. The Customer agrees to undergo a supplementary expert examination of the trading account if it has been detected that the trading methods of the Customer include opening and closing/opening lock positions with a less than 15-minute interval. According to the results of the supplementary examination, the Company is entitled to correct the result of the Customer's trading operations total profit of such orders.

3.16. Forced close of positions.

3.16.1. When the margin level of the Customer's account is less than 30%, the margin call sounds. The Company has the right but not the obligation to close the Customer's position. It is at the Dealer's discretion whether to close the position or not.

3.16.2. The Company is entitled to close the Customer's position without prior notice if equity of the trading account is less than 10% of the margin necessary to maintain an open position.

3.16.3. The server controls the Customer's account equity. If the trading account becomes compliant with the Clause 3.16.2 herein, the server shall generate a forced position closing order (stop out). Stop out is executed at the market price in queue with other orders of the Customers. Forced close of a position is recorded in the server log file as "stop out".

- 3.16.4. If the trading account becomes compliant with the Clause 3.16.2 herein and has several open positions, the position with the largest floating loss shall be closed first.
- 3.16.5. Under the normal market conditions, after the last open position on the Customer's trading account is closed, the Company shall provide the balance and equity in amount equaling the range from 0% to 10% of the margin required to maintain this last forcibly closed position. The Company is entitled to restore a negative balance on one of the Customer's accounts at the expense of the funds available on the other Customer's trading account (as a rule, it happens in the cases described in the Clause 5.9. herein).
- 3.16.6. When forcibly closing a position, the server may delay the execution of stop out order. This delay can be the reason of closing a position at a more favorable price than the price at the moment of queuing the stop order for execution. The account status at the moment of the position closing by stop out order is recorded in the comment to the order. It includes the rate of free margin, account balance and margin level. Close of a position at the price, which is more favorable for the Customer than the stop out level, shall not be the reason for claim on the part of the Customer. Close of a position at the price, which is less favorable for a Customer than stop out level, is deemed the reason for claim on the part of the Customer.
- 3.16.7. By accepting the present Agreement, the Parties agree that the market working time - from 00:00 Monday to 23:59 Friday - is shifted twice a year due to the USA switching to day-light saving time and vice versa on the second Sunday of March and the first Sunday of November, correspondingly.
- 3.16.8. The maximum number of open positions is unlimited. Yet, the Company is entitled to restrict the number of orders being opened.
- 3.16.9. In extreme cases short-term queues lasting less than 180 seconds can be cancelled if they are found to be abusive.

4. Money deposit/withdrawal

4.1. Withdrawal of money from a Customer's trading account.

- 4.1.1. The Customer shall withdraw the money from the trading account through the payment systems available in My account section of the SuperForex website.
- 4.1.2. The Customer is entitled to withdraw money deposited through an electronic payment system through the international wire transfer to the bank account opened in the name of the Customer only if agreed by the Company.
- 4.1.3. The Customer shall request the withdrawal of money deposited through an electronic payment system to the same payment system with the same account details (currency, account number). If the Customer used several payment systems, several wallets and different currencies, the Customer shall make the withdrawal request on the proportional basis.
- 4.1.4. If the Customer changed the details within the payment system, he shall notify the Company by sending a filled-in F1 form with ID copy attached to the Finance Department of the Company. Otherwise, the Company is entitled to decline the Customer's withdrawal request.

- 4.1.5. The Company processes the withdrawal requests within the period, which varies for every payment system; however, in some cases the Company is entitled to extend the withdrawal processing time up to 5 working days, except for the cases described in the Clause 9.1.5 herein.
- 4.1.6. If the Customer requests the withdrawal to the payment system different from the one used for depositing money, the Company is entitled to charge the Customer extra fees for the exchange service.
- 4.2. The Customer is entitled to fund the trading account through any method listed on the Company's website.
- 4.2.1. The Customer acknowledges that in case of software malfunction, depositing of money to the trading account can be delayed.
- 4.2.2. The Company shall credit the deposited amount to the Customer's trading account in case of software malfunction that caused a delay in automatic deposit processing provided that the Customer informs about the delay.
- 4.3. Interest rate for funds unused in trading.
- 4.3.1. Active accounts of all types are subject to a 5% annual interest accrued on the amount unused in trading. The amount of the interest is calculated on the basis of the average amount of free margin on the Customer's trading account for a month and credited at the end of the month. (The 5% interest rate is applicable only to active accounts.).
- 4.3.2. In case the Customer violates the terms or conditions of the present agreement, the Company is entitled not to pay the interest and to cancel the interest accrued earlier.
- 4.3.3. Accrual of the interest on unused funds is a promotional campaign of the Company aimed at stimulating activity of the Customers. The Customer acknowledges that the Company is not a bank and the accrued interest is not a bank interest. In case of weak trade activity of the Customer, the Company is entitled to lower the interest rate for the Customer. The trade activity is deemed weak if the total volume of closed trades in the Customer's trading account does not exceed the quantity of market lots equivalent to 0.1% of the average free margin denominated in USD. For a \$1,000 account, such volume is 1 market lot or 10 SuperForex lots. The Company is entitled to cancel the interest in case of detecting the improper use of the campaign including but not limited to cases when a trading account is not used for trading operations during a long period.
- 4.4. Fees charged for depositing/withdrawal.
- 4.4.1. When processing the deposit request, the Company covers full or partial amount of fees charged by a payment system. In case the Company detects the abusive use of this service, it is entitled to deduct the fees from the Customer's trading account.

5. Dispute resolution

- 5.1. The Customer is entitled to file a claim to the Company in case of a disputable situation. The claim is accepted within two working days from the date when the problem occurred.
- 5.2. The claim shall be emailed to dealer@superforex.com The claim is not subject to revelation by the claimant until the investigation is completed. The claims submitted in other ways shall not be reviewed.

- 5.3. The Company shall process the Customer's claim within 10 working days.
- 5.4. If the Customer's claim is considered fair, the Company shall fulfil the demand by crediting the necessary amount to the Customer's trading account within one working day.
- 5.5. The Company shall follow the generally accepted market practices and internal policy for the claims not mentioned in the present Agreement.
- 5.6. The Customer's claim shall include:
 - 5.6.1. Full name;
 - 5.6.2. Trading account number;
 - 5.6.3. Date and time when the disputable situation occurred;
 - 5.6.4. The ticket of disputable order or trade;
 - 5.6.5. Description of a claim without emotional connotation.
- 5.7. The Company is entitled to dismiss a claim if:
 - 5.7.1. The claim does not comply with the Clauses 5.1, 5.2, 5.4;
 - 5.7.2. The claim contains obscene/rude words or/and insults to the Company or its officials;
 - 5.7.3. The claim contains threats to the Company or its officials;
 - 5.7.4. The Customer threatens to stain the reputation of the Company using social networks and other community resources.
- 5.8. The Company is entitled to correct the result of the Customer's trades in case a server error caused quotes delay, spikes and other negative consequences for the Company, and could not be hedged by the Company's contractors.
- 5.9. When the price change related to the difference between the market close price and market open price for an instrument or to the news when trades are opened for a very long period of time and release causes profit over 10% of the initial deposit, the Company is entitled to correct the financial result of such trade by amount proportionate to the difference between the abovementioned prices in pips. Such correction is processed by means of deducting the amount with the comment "Clause 5.9. correction". In certain cases it is at the Company's discretion to set the minimum profit change below a 10% level (of the initial deposit).
- 5.10. If the positions are fully locked by any locking system including triple lock and the sum of swaps has a positive value, the Company is entitled to correct the swap.
- 5.11. The Customer is prohibited to use such trading strategies when the profit is made from intentional creation of the situations when one of the Customer's account or accounts of a group of the Customers turn to negative balance, including the situation when the trading accounts are opened under the different names invariably being the part of one trading strategy. In case the Company detects application of such trading strategy, it is entitled to apply the Clause 3.16.5 herein.
- 5.12. If the volume of the positions that remain open at the market close implies the change of the total profit by over 0.5% of the deposit if the price changes by 1 pip (over 5 SuperForex lots for every \$1,000 of the deposit), the Company is entitled to correct the financial result of such trades in case the market opens with a gap. The amount of correction shall be proportionate to the size of the gap in pips.

- 5.13. The Company executes its affirmative decision on a claim for reopening of a position according to the following scheme: in case there is a considerable time or price gap between the moment of mistaken close of a position and its reopening, the Company reopens it at an average price within a range between the mistaken close of the position and making a decision on its reopening or at an average price that was within an hour from the moment of mistaken close of the position. Reopening of a position means opening of a new position of the same volume as the one closed mistakenly. This scheme is fully applicable to the compensation of mistakenly closed positions.
- 5.14. The Company shall review any trade of the Customer executed at non-market quote (spike) after the detection of such trade.
- 5.15. The company is allowed to restrict the use of EA and other kinds of trading software on the trading account which permit the use of strategies that violate the terms of the user agreement, in particular 3.16.9, 5.14, 5.16, 5.24. In case of a decision to impose such a restriction, the company will notify the client by the e-mail specified upon registration at least one day before the appropriate restrictions for the client account are implemented.
- 5.15.1. The company reserves the right to revise the results of the deals performed with the use of such EA and other kinds of software in violation of the agreement or cancel them in full, if such deals violate clauses 3.16.9, 5.14, 5.16, 5.24 of this Agreement.
- 5.16. The Customer is prohibited from using strategies of trading which are based on technical imperfections in the trading platform or delays in quotes during periods of high volatility on the market. The Company reserves the rights to reconsider and cancel the results of such trades.
- 5.17. Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as "sniping") are prohibited.
- 5.18. The use of the same IP address by different clients can be a reason to consider all orders in all accounts sharing this IP address as though they were performed by the same Client.
- 5.19. If the total amount of all swaps exceeds \$5,000, the Company is entitled to correct it to \$5,000 in certain cases.
- 5.20. The amount of compensation paid to the Customer for the consequences of malfunction shall not exceed \$500,000.
- 5.21. The Server Log File is the most reliable source of information in case of any Dispute and it has absolute priority over any other forms of documentation, including the Client Terminal Log File since the Client Terminal Log File does not register every stage of the Client's orders in great detail.
- 5.22. In regard to all Disputes any references by the Client to quotes provided by other companies or information systems cannot be taken into account.
- 5.23. The Client acknowledges that he/she will be unable to manage any position that is being currently Disputed.
- 5.24. The Martingail strategy is allowed to be used if the coefficient is less, than 10. In case mass violations and a large number of deals with the excess of permitted coefficient (10) are found, the Company reserves the right to cancel or revise the results of such deals. The coefficient in each group is counted by dividing the maximal volume deal by the minimal volume deal, what accordingly are the last and the first deals in the group of deals. For example, the account has a group of 5 deals: Deal 1 - 0.01 lot, Deal 2 - 0.1 lot, Deal 3- 0.5 lot, Deal 4 - 1 lot, Deal 5 - 3 lot. We divide the Deal 5(3 lot) by the Deal 1(0.01 lot). As the result

we get the coefficient - $3/0.01 = 300$, which exceeds the allowed coefficient in 30 times and is a significant violation while using the Martingail strategy.

5.24.1. If the martingale strategy increase deposit funds by more than 300%, the Company are eligible to reconsider the maximum allowed Martingale coefficient from 10 to 5, and make the appropriate adjustment in trading results on the basis of p 5.24.

5.25. This Offer Agreement allows the client to use the trading strategy, when the group of up to 5 deals with one trading instrument is being hedged by the counter group of deals, which is the stream hedging. However, in case it is found out, that one strategy or its modifications are being mass used and there are more than 5 deals in each group, the Company will consider this as the violation of this very point of the Agreement and reserve the right to revise the results of the hedged deals been held within this strategy.

5.26. If the client is not satisfied with the result of the Company's review of a disputed situation, the Client may appeal to the relevant authorities in Belize, in compliance with the Belizean law.

5.27. The company are eligible to identify accounts of clients by IP (matching at least 75%) or by other signs that would indicate on belonging of the group of accounts to one person, and based on that eligible to make appropriate financial corrections on every account in the group, in case of abuse with Company's services, fraudulent activity or systemic violation terms and conditions of the User/Partner agreement, in order to cover the negative consequences of such activities for the Company and other clients of the Company.

5.28. In connection with the requirements of the regulator (the IFSC) about anti-fraud and anti-money-laundering activity, the Company reserves the right to cancel all trading results in case it receives information that the credited funds are used illegally. The Company in this case is entitled to refund these funds back to initial bank account or money wallet.

5.29. On-demand of processing center, making money transfers from the card / to card (Visa/Mastercard/China Union) the Company has the right to request verification of the client Visa/Mastercard/China Union cards, and in the absence of verification, to deny in withdrawal of profits before the moment it will be verified. In case of absence of verification of the card or unsuccessful verification, the Company are eligible to consider deposited funds as used by third person illegally and based on that apply clause 5.28.

6. Identification and verification of the Customer

6.1. The Company is entitled to request the Customer to verify his personal information. At any moment the Customer can receive a request from the Company to submit a scanned copy of his passport / ID or a certified copy of his passport / ID, which is at the Company's discretion.

6.2. In case the Customer has not received the request for providing the scanned copy of his passport / ID, the verification procedure of the trading account is deemed optional, though the Customer may voluntarily send the copy of his passport or any other document which identifies his personality to the Company.

6.3. If any of the Customer's data (such as full name, address or telephone) changes, the Customer shall inform the Company and send a request to change the information.

6.4. The Customer agrees that the personal information indicated at registration of a trading account can be used by the Company within the AML (against money-laundering) policy.

- 6.5. The Customer is responsible for authenticity of the provided personal documents or their copies and admits the right of the Company, if their originality is doubted, to apply to the law-enforcement authorities of the document-issuing country for validation. In case the Company detects the forgery of a document, it is entitled to bring the Customer to responsibility in accordance with the legislation of the document-issuing country.

7. Risks

This notification is missioned to reveal to the Customer the information regarding the risks connected with conducting trading operations on the financial markets and to warn the Customer about possibility of financial losses related to these risks. In the present Agreement it is impossible to disclose all information about all potential risks due to sheer number of possible situations. The interpretation of the notions and terms used in this notification fully coincides with interpretation of those in the Agreement on processing and executing of the Customer's orders.

7.1. Leverage effect.

7.1.1. Conducting trades under the conditions of "Margin Trading", the Customer acknowledges that a minor change of the instrument price can have an imposing impact on the Customer's trading account balance due to the leverage effect. In case the market moves against the Customer's position, the latter can suffer losses in the amount of the initial deposit and other additional funds deposited by the Customer in order to keep the positions open. The Customer acknowledges being fully responsible for considering all risks, using funds and choosing the corresponding trading strategy.

7.1.2. The Company recommends that the Customer maintains the Margin Level above 1000% and always set Stop Loss orders to limit possible losses.

7.2. Leverage Adjustment.

7.2.1. The Company reserves the right to change the leverage without prior notice to the customer.

7.2.2. The Company reserves right to change the leverage to 1:100 if client's balance together with profit and bonus funds is 20000\$ and more.

7.3. High volatility.

7.3.1. A lot of financial instruments are highly volatile, and the Customer accepts the high risk of trading such instruments.

7.4. Technical risks.

7.4.1. The Customer accepts the risks of financial losses caused by malfunctioning of information, communication, electric and other systems involved.

7.4.2. Conducting trading operations through the Client terminal, the Customer accepts the risks of financial losses caused by the following reasons:

7.4.2.1. Hardware and software errors or slow Internet connection on the Customer's side;

7.4.2.2. Improper functioning of the Customer's equipment;

7.4.2.3. Wrong settings of the Client terminal;

7.4.2.4. Use of outdated Client terminal;

7.4.2.5. Ignoring the instructions provided in the "Client Terminal User Guide" and in the "FAQ: Frequently Asked Questions" section.

7.4.3. The Customer acknowledges that the possibility of reaching an operator to conduct a trading operation on the telephone is weaker during the peak hours. The situation can occur during fast market period (for example, when key news is released).

7.5. Abnormal market conditions.

7.5.1. The Customer acknowledges that under abnormal market conditions the processing time of the Customer's order can be extended.

7.6. Trading platform.

7.6.1. The Customer acknowledges that only one request/order can be queued for execution by the server. The attempt to send any new order or request shall be declined with the order window displaying the message "Trade context is busy".

7.6.2. The Customer acknowledges that the only reliable source of the quote stream is the main server servicing the Customers. The quotes databases in the Client terminal shall not be deemed to be a credible source of the quote stream, as in case of unstable connection between the Client terminal and the server, some quotes can be lost on the way to the Client terminal.

7.6.3. The Customer acknowledges that shutdown of the window of placing/ modifying / cancelling an order and shutdown of the window of position closing or opening does not cancel the request or order, which has already been sent to the Dealer for execution.

7.6.4. The Customer accepts the risks of unplanned trading operations conducted when the Customer resends an order before he receives the result of execution of the previous order from the Dealer.

7.6.5. The Customer acknowledges that the request for simultaneous modification of the pending order level and Stop Loss and/or Take Profit orders, if the pending order has been executed, will modify only Stop Loss and/or Take Profit orders.

7.6.6. The Client agrees that the frequency of sending trading orders from his/her terminal to the Company's server must not create an overload which would hinder the execution of other Clients' orders.

7.6.7. The Company is entitled to stop processing the Client's orders in case of flagrant and repeated violation of article 7.5.6 by the Client.

7.7. Communication.

7.7.1. The Customer accepts the risk of financial losses caused by late receipt or a failure to receive the server or Dealer's message.

7.7.2. The Customer acknowledges that information sent by email is not protected from unauthorized access.

7.7.3. The Customer acknowledges the Dealer's right to delete the messages, which were not received by the Customer through the internal Client terminal mail within three calendar days since the message was sent.

- 7.7.4. The Customer bears responsibility for confidentiality of the received information from the Dealer and accepts the risks of financial losses caused by unauthorized access of third parties to the Customer's trading account.
- 7.8. The risks related to third party activity involved in the relationships between the Company and the Customer.
- 7.8.1. The Customer accepts the risks related to disestablishment of a payment system. If an electronic payment system ceased to exist, the Company deducts the funds from the Customer's account in the amount that was deposited through the payment system.
- 7.8.2. The Customer accepts risks related to indicating wrong details for bank wire transfer and acknowledges that this mistake can be the reason of refund, charging additional fees, and accepts other risks related to refund and resubmission of the wire transfer.
- 7.8.3. The Customer accepts the risks related to unauthorized use of the Customer's access data to the payment system and bank card information by the third party that receives such information as a result of the Customer's carelessness.
- 7.8.4. If the Client is using a VPS server service, they bare full responsibility for any financial loss risks and trading operations executed on their accounts. The Company is not liable for any informative, communicative, electrical and other types of failure of the VPS server used by the Client.

8. Communication with the Customer

8.1. To contact the Customer, the Company can use:

8.1.1. trading platform internal mail;

8.1.2. email;

8.1.3. fax;

8.1.4. telephone;

8.1.5. postal service.

The Customer shall inform the Company about any change in the personal contact information.

8.2. A message (including documents, announcements, notifications, confirmations, reports etc.) is deemed received by the Customer:

8.2.1. One hour after it is sent by email;

8.2.2. Immediately after it is sent by the trading platform internal mail;

8.2.3. Immediately after it is faxed;

8.2.4. Immediately after the phone call is finished;

8.2.5. 7 calendar days after it is sent by postal service.

8.3. The Customer receives a daily email with a report on all operations conducted on the trading account within the past 24 hours.

9. Responsibility and liability

9.1. General provisions.

9.1.1. The Customer ensures that:

9.1.1.1. The information in the trading account is true and pertains to the account holder;

9.1.1.2. He is responsible for confidentiality of the username and passwords;

9.1.1.3. He is responsible for actions that result from using username and passwords;

9.1.1.4. He is responsible for all actions including operations on the financial markets;

9.1.1.5. He agrees to the right of the Company to record conversations with the Customer with the purpose of their proof.

9.1.2. The Company ensures that the personal information of the Customer is confidential. In case of its disclosure, the dispute situational shall be resolved in accordance with the terms of the present Agreement.

9.1.3. The Customer acknowledges that he is familiarized with the rules of communication and agrees that he can give instructions only by telephone or the Client terminal.

9.1.4. The Customer acknowledges that the Company or a third party involved in providing the services to the Customer shall not be liable for malfunctioning of the telephone or Internet equipment, scheduled maintenance or updates or any other events beyond the control of the Company or information service providers or a third party providing services to the Customer.

9.1.5. The Customer acknowledges that the Company has the right to suspend activity on the Customer's trading account in case the Company has any suspicion that the Customer's trading account is used for money-laundering or the Customer has provided deliberately false information. Once the operations are suspended, the Company shall conduct the investigation that may include examination of the account data, trading account depositing history, identification of the Customer etc. The Customer acknowledges that the Company has the right to initiate the investigation if it has reasons to suspect that the Customer has traded on the account in violation of the present Agreement.

9.1.6. The Customer acknowledges that in conformity with anti-money laundering policy, the Company is entitled to request the details of the bank account in the name of the Customer and limit the money withdrawal to the specified bank details. In case the Customer refuses to submit the bank details, the Company is entitled to put on hold all operations on the Customer's trading account until provided with the required information.

9.1.7. If the customer is attracted by partner, the Company under any circumstances is not responsible for any of the Partner actions committed by him\her in violation of this Agreement, or beyond the authority granted by the Company.

10. Termination of agreement

10.1. General provisions.

10.1.1. The Agreement enters into effect since it is signed by the Customer.

10.1.2. The present Agreement is deemed terminated:

10.1.2.1. If any party expresses a will to terminate the present Agreement:

10.1.2.2. In case the Customer withdraws all funds from the trading account, which leads to termination of relationships regulated by the Agreement;

10.1.2.3. In case the Customer violates the conditions set forth herein, the Company is entitled to terminate the Agreement at its sole discretion with prior notice sent to the Customer and returning all funds to the Customer from the trading account balance as of the moment of the Agreement termination;

10.1.2.4. If the Company terminates the activity regulated by the present Agreement. The Company notifies the Customer one month prior to such termination. The Company returns all funds to the Customer from the trading account balance as of the moment of its closing;

10.1.2.5. If the Customer dies:

10.1.2.5.1. The right to withdraw funds from the Customer's trading account is transferred to the heir by queue or to the heir-by-will of the Customer;

10.1.2.5.2. The right to use the trading account of the Customer and to conduct trading operations on the financial markets shall not be transferred.

10.1.3. The Customer acknowledges the Company's right to limit or block the Customer's access to the Company's services at its sole discretion with the following notification of the Customer. In this case the present Agreement is deemed terminated since the services have been made unavailable for the Customer.

11. Language

11.1. The language of the present Agreement is English.

11.2. For the Customer's convenience, the Company can provide the Agreement in other language. The translated version of the Agreement is of a merely informative character.

11.3. In case of variant readings of a translated version and the present Agreement in English, the Agreement in English is considered as a prior reference standard.