

Trading Transactions Policy SPT

Effective as of 01 December 2020

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1. General Provisions

1.1. This Trading Transactions Policy (hereinafter referred to as the “Policy”) determines the procedure and conditions under which the Company conducts trading transactions with the Clients in trading mechanics named “Stock Price Trades” or “SPT”, where the Stock Price Trade (Trade) shall be interpreted as a non-leveraged Contract for Difference where stocks serve as the Underlying Asset, with no renewal fees and no limited timeframe (no predetermined expiration time and (or) date).

1.1.1. For the avoidance of doubt no rights to the Underlying Assets are obtained by clients in the SPT trading mechanics. The Company does not act as a custodian and does not grant clients any rights to securities and (or) obligations thereto.

1.1.2. In no case event shall the Company be obliged to share any information on corporate events of the stocks issuers companies via the Trading Terminal or by other means.

1.1.3. In no event shall the Company be obliged to amend any conditions of any Trades upon distribution of dividends under the stocks specified as Underlying Assets in the Company’s Trading Terminal.

1.2. This Policy defines the procedure for processing and executing of orders to make and close trades.

1.3. The Company undertakes to conduct trading operations solely in accordance with the Policy.

1.4. The Client acknowledges that the only reliable source of information on the quote-feed is exclusively the Company’s server. Moreover, the Company has the right, at its discretion, to use any sources of information to form the quote-feed on the Company's server, including, but not limited to, exchange-trade, over-the-counter, and other sources of information. Any information on the quote-feed different from that found on the Company server's regarding the quote-feed does not provide a sufficient basis for cancellation, termination, or revision of trading transactions. Quotes on the Trading Terminal cannot serve as a reliable source of information concerning the quote-feed because, in the event there is an unstable connection between the Client’s Trading Terminal and the Company’s server, some quotes from the quote-feed might not be displayed on the Trading Terminal. Graphs displayed on the Trading Terminal are indicative. The Company does not guarantee that a trade will be made at the prices indicated in the graphs on the Trading Terminal at the time of the provision of the Client’s particular request or order. The price of an asset listed on the graph in Trading Terminal is calculated as follows: $(ask+bid)/2$.

1.5. If a non-market quote is used to execute the Client's order, where a “non-market quote” refers to a price in the Trading Terminal that does not match the market price when the Client’s order is executed, the Company reserves the right to cancel the financial result of such transaction.

1.6. The Client has the right to make trades only at the expense of the funds in the Client’s account.

1.6.1. If the amount of the available funds is sufficient to make a trade, the trade will be made.

1.6.2. If the amount of the available funds is insufficient to make a trade, the trade will not be made.

1.7. The Client's order to make or close a trade is considered to be completed, and the trade is considered to be made or, accordingly, closed after the corresponding record appears in the Company's server database. Each trade is assigned an identification code according to the rules set by the Company. The aforesaid orders are executed at the latest quoted prices on the Company's server at the time when the Company has received the relevant orders.

1.8. When making trades, the Client is prohibited from:

1.8.1. using robotized and automated algorithms to execute transactions and/or using specialized software tools that ensure that transactions are carried out without the Client's direct participation;

1.8.2. using the Company's services and/or software for any illegal or fraudulent activity, or for any illegal or fraudulent transactions (including money laundering) in accordance with the legislation of the country of the Client's location;

1.8.3. implementing actions reconciled with the other Company's Clients aimed at causing damage (damages) for the Company, and employing other unfair and dishonest methods and means for making trades (transactions) with the Company to achieve financial gain from such actions.

1.9. The Company reserves the right to set the following restrictions for the Client at any time regarding the following trading conditions:

1.9.1. limits on the minimum and maximum Trade amount for each asset;

1.9.2. limits on the total number/ total Trade amount of trades made by the Client and/or the number/total Trade amount of trades made by the Client regarding the particular asset in a given time period set by the Company (time interval set by the Company);

1.9.3. limits on the total Trade amount of trades simultaneously opened by the Client, both collectively and for each separate underlying assets;

1.9.4. other restrictions of any trading conditions at the Company's discretion.

2. Messaging

2.1. For requests, confirmations, reports, and more, the Client and the Company will interact by messaging. The interaction between the Company and the Client, including generation of the messages by the Client, sending and delivering messages to the Client, is to be carried out exclusively via the Trading Terminal.

2.2. All the messages sent to the Company via the Trading Terminal and authorized by the Client's username and password are considered to be sent by the Client.

2.3. The processing time for requests and orders depends on the quality of the connection between the Client's Trading Terminal and the Company's server, and on the current market conditions of the asset. Under normal market conditions, the time required to process the Client's request or order is usually 0-5 seconds. Under the market conditions other than normal, the processing time for the Client's requests and orders could be increased by the Company.

2.4. The Company's server may reject the Client's request and/or order in the following cases:

- if the Client sends a request before the trading session opens;
- if the Client does not have sufficient available funds to open a new position;
- under abnormal market conditions;
- in other cases the Company may decide on at its discretion.

3. Making trades

3.1. A trade is made when the Client and the Company agree on the essential conditions of the trade. Agreement is reached by means of message exchange, such as requests (orders) for making trades and confirmation of trades. The following sections of the Policy describe the procedure for agreeing on the essential conditions of a trade.

3.2. Before making a trade, the Client selects the following essential conditions of the trading transaction (trade):

- the underlying Asset,
- Trade amount,

- Sale success fee (commission rate unilaterally determined by the Company on Closing a trade with profit multiplied on the Trade amount);

- other parameters and conditions, if it is obligatory to agree on such parameters to make a trade.

3.3. After selecting the aforementioned conditions, the Client must review the current rate of the selected underlying asset.

3.4. To make a trade, the Client sends the Company a request for making a trade containing all the above mentioned essential conditions of the trade both selected by the Client and proposed by the Company.

3.5. If there is a stable internet connection between the Client's Trading Terminal and the Company's server, the request for making a trade is sent to the Company's server, where it is checked for accuracy and compliance with current market conditions. Then the request is either executed or rejected by the server. If the trade is made, the trade amount, including the commission (if applicable), will be deducted from the Client's account balance.

3.6. The request for making a trade may be rejected by the Company if:

- the Trade amount exceeds the Client's account balance;

- the time for accepting trades has expired;

- the time for trading in the selected underlying asset has expired;

- there was a significant change in the Asset Rate from the time when the Client sent his/her request until the time when the Company's server processed it;

- the company is unable to make the relevant trade with liquidity providers;

- the limits regarding the number or the amount of the trades opened by the Client or stipulated by the Company have been exceeded;

- there other conditions, specified by the Company at its own discretion, have arisen;

- the exceptional situations described below occur.

3.7. The Company's server sends a message with the result of the request or making a trade to the Client's Trading Terminal. If there is a stable internet connection between the Client's Trading Terminal and the Company's server, the message with the result of the request will be displayed in the Client's Trading Terminal. If the order has been executed, the Client will see a graphic confirmation in the Trading Terminal, and the information about the trade will appear in the corresponding section of the Trading Terminal. If the request for making a trade has been rejected, the Client will see an error message.

3.8. If after sending the request for making a trade the Client has not received a graphic confirmation that the trade has been made, the information about the new trade in the appropriate section of the Trading Terminal or an error message within a reasonable time period, the Client cannot be sure if the trade has been made or rejected. The Client has the right to contact Customer Support to check out the status of the trade.

3.9. The Client cannot cancel the request for making a trade after it has been sent to the Company's server.

3.10. The quote-feed demonstrated in the Trading Terminal is approximate. The Company is not obliged to make trades at the quote indicated in the Client's Trading Terminal. The exact information on the quote chosen upon execution of the Client's order is displayed to the Client in the Trading Terminal after the essential conditions of the trade have been chosen and the Client's order has been processed.

4. Closing Trades, Calculating Payouts, Procedure for Establishing and Executing Orders

4.1. A trade is closed in accordance with the rules established by the Company for the relevant instrument. When a trade is closed, the financial result of the trade is calculated and added to the Client's account balance. When closing a trade with profit, the Sale success fee is calculated as set in the abstract 3 hereof and the calculated Sale success fee is deducted from the financial result of the trade. After a trade closure it disappears from the open positions in the Trading Terminal.

4.2. The financial result for various Instruments upon the trade closure is calculated as follows: $(Y-X)/X \times S$, where X is a price of the underlying asset at the opening of a position (ask), Y is a

price of the underlying asset at the closing of a position (bid), S is the Trade amount. In case a trade is closed with profit, the Sale success fee is deducted from a financial result calculated as prescribed above.

4.3. The trade closure requires the agreement on the essential conditions of the trade closure between the Client and the Company. The agreement is reached by means of message exchange such as requests for closing a trade and confirmation of the trade closure. A trade may be closed without following the procedure described above if the Company receives the Client's consent for the expedited trade closure. The following sections of the Policy describe the procedure for agreeing on the essential conditions for closing a trade.

4.4. To close a trade, the Client shall select a trade he/she wants to close in the relevant section. Moreover, the Client shall review the essential conditions for closing a trade for the selected open trade - the amount of the financial result for that trade.

4.5. If the Client agrees with the terms for closing a trade and wishes to close a trade, he/she shall send the Company his/her confirmation to close the trade.

4.6. If there is a stable internet connection between the Client's Trading Terminal and the Company's server, the request for premature trade closure is sent to the Company's server, where it is checked for accuracy and compliance with the current market conditions. Then the request is either executed or rejected by the server. If the trade is closed, the payout is added to the Client's Account balance.

4.7. The request for closing a trade may be cancelled if:

- there is a discrepancy in the information about the essential conditions of a trade on the Trading Terminal and the Company's server;
- upon the occurrence of the other conditions determined by the Company at its own discretion;
- in the exceptional situations described below.

4.8. The Company server sends a message with the result of the trade request to the Client's Trading Terminal.

4.9. The Client shall be empowered to close a Trade partially (to close a Trade not on its full amount) provided that the Company grants such a right to the Client via the Trading Terminal.

4.10. The Client cannot cancel the request for closing a trade after it has been sent to the Company's server.

4.11. The information about payout amounts for closing trades published on the Company's website is approximate. The exact information on the payout amount is indicated to the Client in the Trading Terminal after the request for closing a trade has been processed.

4.12. The Client has the right to send a request for changing trade conditions regarding an open trade via the Trading Terminal during the Trading time. The Company may unilaterally and at its discretion restrict the direction and execution of such requests outside the Trading time.

Any changes to the terms of the trade may require that the terms determined by the Company unilaterally and reflected in the Trading Terminal are met, including, but not limited to, the level of remoteness of the price level from the current price of the underlying asset, the amount of the trade, and other conditions for certain types of requests.

The Company will unilaterally cancel (delete) a request submitted by the Client if:

- the time of the request has expired (if the expiration time has been indicated);
- the trade to relation of which the request for closing has been sent, was closed;
- the execution of the request became possible as a result of the Company's incorrect actions (technical error, non-market quote appeared in the feed, etc.);
- if the number of the Client's requests poses the threat of an increased load on the Company's server;
- the Company refused to provide the Services to the Client.

5. Trading Time

5.1. The Company sets the trading schedule, i.e. the hours when trades can be opened and closed, separately for each underlying asset.

5.2. The information on the Trading time published on the Company's website, being freely available, is approximate. The Company establishes the trading schedule on the Trading Terminal at its discretion.

6. Exceptional situations

6.1. In the exceptional situations the Company's actions may differ from those described in the Policy during the execution of trading transactions.

6.2. The exceptional situations include:

- market conditions in which quotes reach the trading platform less often than under normal market conditions for a long period of time;
- market conditions characterized by rapid changes in the rate in a short period of time;
- publications of major macroeconomic indicators with a high degree of impact on financial markets;
- announcements of interest rate decisions by central banks;
- public appearances, presentations of central banks, heads of state, finance ministers, heads of companies and exchanges, etc.;
- foreign exchange market interventions (currency manipulations) by governmental bodies;
- terrorist acts and natural disasters on a country-wide scale;
- an outbreak of war, military actions, riots;
- political force majeure events, including resignations, appointments, elections of government representatives and heads of companies;
- technical glitches and/or incorrect operation of the Company's and/or third parties' equipment and software resulting in the Company's inability to provide services to the Clients in an appropriate manner;
- situations listed in Cl. 7.1. of the Service Agreement, Part 2;
- other extreme and unavoidable circumstances (force majeure).

6.3. In the exceptional situations, the Company will make every effort to execute trading transactions as under ordinary conditions, but, nevertheless, the Company reserves the right to:

- a) decrease payout ratios,
- b) decline individual requests for making, prematurely closing or cancellation of trades that were previously made, and for revision (including cancellation) financial results of previously made trades,
- c) restrict the number of requests from one Client in a certain period of time,
- d) limit the available Trading time for making trading transactions,
- e) temporarily suspend trading for certain types of underlying assets, and/or
- f) fully suspend trading transactions.

6.4. In addition to the exceptional situations specified in Cl. 6.2. of the Policy, the Company has the right to apply specific or all of the actions specified in Cl. 6.3. of the Policy in accordance with other conditions of the Policy and/or the Agreement.