

**SERVICE REGULATIONS** 

Beachmont, Kingstown
St. Vincent and the Grenadine
Novotrend LTD
Nº 23835 IBC 2017



## Terms and definitions

- "Bar", "Candle" an element of the chart that includes the opening and closing prices, as well as the maximum and minimum prices for a certain period (for example, a minute, 5 minutes, day, week).
- "Company" server or employee of the Company authorized to process Clients' requests and orders, order execution and Stop Out.
- "Client" a legal entity or an individual, who has concluded agreements with the Company to perform trading operations on margin trading terms.
- "Client Agreement" an agreement between the Company and the Client, concluded by the acceptance of the terms of services by the Company on the terms of a public offer.
- "Client terminal log file" a file created by the client terminal, which logs all requests and orders sent by the Company's Client to the nearest second.
- Non-trading operation any operation of the Client on deposit of funds to the Client's account, withdrawal of funds from the Client's account or internal transfer of funds between accounts of the personal cabinet.
- "Pending Order" means the Client's instruction to the Company to open or close a position when the price reaches the Order level.
- "Market Opening" means the resumption of trading after weekends, holidays or after a break between trading sessions.
- "Liquidity Supplier" bank or ECN providing streaming prices of the Company. It can be used by the Company to hedge client transactions.
- "Point" / "Pip" a unit of the junior rate category.
- "Market order" Company's Client's instruction to open a position at the current market price.
- "Free margin" value determined in clause 4.2.5.



- "Ticker" unique identification number assigned in the trading platform to each opened position or pending order, or operation on deposit and withdrawal of funds from the account in the trading platform.
- "Price Gap on Market Opening" either of two situations:
- the first Bid quotation of the current trading session is higher than the last Ask quotation of the previous session.
- the first Ask of the current trading session is lower than the last Bid of the previous session.
- "Clear Error" opening/closing of the Client's position or execution of the Client's Order by the Company at a price significantly different from the price for this instrument in the flow of quotations at the moment of this action, or any other action or inaction of the Company related to the obviously erroneous determination of the price level in the market at a certain moment of time.
- "Buy Limit" has the meaning defined in clause 4.4.1.
- "DO" ("Day order") a pending order that is automatically deleted at the end of a trading session.
- "GTC" ("Good Till Cancelled") order that is valid until the Client sends an instruction to delete the order.
- "If Done Order" has the meaning defined in paragraph 4.5.1.
- "Sell Limit" has the meaning defined in clause 4.5.1.
- "Sell Stop" has the meaning defined in clause 4.5.1.
- "Server Log-File" a file, created by the server, which logs all requests and orders, received from the Company's Client, as well as the result of their processing.
- "Stop Loss" has the meaning defined in paragraph 4.5.1.
- "Stop Out" an order to forcibly close a position, generated by the server (without the Client's consent and prior notification, in case of lack of funds to maintain an open position).
- "Take Profit" meaning defined in clause 4.5.1.
- "Trailing Stop" 1) Trailing Stop value determined by the Client.



- 2) it is the following algorithm of Stop Loss order management:
- if the profit on the open position has not exceeded the Trailing Stop value, no action shall be taken.
- as soon as the profit on the open position exceeds the Trailing Stop value, send an order to the server to place a Stop Loss Order at the distance of the Trailing Stop value from the current price.
- as soon as the quote is received at a distance exceeding the Trailing Stop value from the placed Stop Loss Order, send to the server an order to change the level of this order so that it is at a distance of Trailing Stop value from the current price.

The Trailing Stop option works only when the client terminal is launched, connected to the Internet, and successfully authorized on the server.

- 2. General provisions
- 2.1. These Regulations determine the procedure of processing and execution of client orders, requests, and instructions.
- 2.2. These Regulations shall determine the procedure of processing and execution of client orders, requests, and instructions:
- 2.2.1. the principles of trading operations: opening/closing of positions, as well as placing, modifying, deleting, and executing orders.
- 2.2.2. Company's actions in respect of the Client's open positions in case of insufficient margin level in the account to maintain them.
- 2.2.3. basic principles of non-trading operations.
- 2.2.4. dispute settlement procedure and methods of information exchange between the Client and the Company.
  - 2.3. All conditions under which the Client performs trading operations are defined in this Regulation, the Client Agreement, Risk Disclosure Notice and other applicable documents, which are available on the Company's website, in the Internet at <a href="https://novotrend.co/">https://novotrend.co/</a>



- 2.4. The Client trading terminal is the only means for the Client to submit orders of the Company.
- 2.5. All issues related to the determination of the current market price level are within the sole competence of the Company.
- 2.6. All quotations received by the Client through the Client Terminal are indicative and represent the best Bid price available on the market and the best Ask price available on the market, received from liquidity providers.
- 2.7. Spread is a dynamic value and varies depending on market conditions.
- 2.8. The trading session time for each instrument is indicated on the Company's website.
- 2.9. In case of unplanned interruption in the quote flow of the server caused by any hardware or software failure, the Company has the right to synchronize the quote base on the server serving real Clients with other sources. Such sources may serve:
  - quotes base of the server serving demo accounts.
  - any other sources of quotes at the Company's discretion.
  - 3. Order execution
- 3.1. The process of processing client orders consists of the following stages:
- 3.1.1. The client prepares an order that is checked for correctness at the client terminal.
- 3.1.2. the client terminal sends an order to the server.
- 3.1.3. provided there is a stable connection between the client terminal and the server, the Client's order comes to the server and is checked for correctness.
- 3.1.4. the Client's order is placed in a queue sorted by the time of a request or order receipt, and the current status of order processing "Order is accepted" / "Order is accepted" is displayed in the "Order" window of the client terminal.
- 3.1.5. as soon as the server is ready to process the next order, the first order in the queue is submitted for processing, and the current status of processing of a request or an order "Order is in process" / "Order in execution" is displayed in the "Order" window of the client terminal.
- 3.1.6. the server sends the result of processing a client request or order to the client terminal.



- 3.1.7. if there is a stable connection between the client terminal and the server, the client terminal receives the result of processing a client request or order by the Company.
  - 3.2. The client may cancel a previously sent request or order only while the request or order is in queue and has the status "Order is accepted" / "Order is accepted". In order to cancel the request or order, the Client must click on the "Cancel order" button.
  - 3.3. The Client shall not be entitled to cancel a previously sent request or order if the request or order has already been received for processing and has the status "Order is in process" / "Order is executed".
  - 3.4. The Company has the right to reject the Client's request or order, and the message "No quotes" / "Off quotes" or "Not enough money" appears in the client terminal in the following cases:
- 3.4.1. at the moment of market opening, if the Client makes a request or sends an order before the first quote enters the trading platform.
- 3.4.2. if the Client's free margin level is less than the required initial margin.
  - 3.5. Once a request or instruction is received by the Company, the Company processes it as quickly as possible.
    - 4. Trade execution
  - 4.1. Execution of trade operation on the purchase is performed at the Ask price. Execution of trading operation for sale is carried out at the Bid price. In particular:
    - opening a long position is performed at the Ask price. Opening of a short position is carried out at the Bid price.
    - closing of a long position (i.e., selling) is performed at the Bid price. Closing a short position (i.e., buy) is performed at the Ask price.
  - 4.2. Opening a trading position
- 4.2.1. When placing an order to open a position, the Client shall specify the following mandatory parameters:
- 4.2.1.1. Instrument name;
- 4.2.1.2. trading volume.



- 4.2.2. In order to give an order to open a position via the client terminal, the Client should press Buy by Market or Sell by Market.
- 4.2.3. The Client's order to open a position can be executed at a price that differs from the quote that was in the Client Terminal at the moment of preparation and/or submission of the order, if the current quote has changed.
- 4.2.4. The Client's Order to open a position shall be executed at the best available price from the liquidity providers of the Company at the moment of execution.
- 4.2.5. When the Client's Order to open a position is received on the server, the trading account status is automatically checked for free margin for the position being opened:
- 4.2.5.1. The size of the aggregate client position and the new required margin (New Margin) is determined: for locked positions (Matched Positions) depending on the hedge margin, for other positions depending on the initial margin, which is determined by the weighted average price of all positions, except for locked positions.
- 4.2.5.2. current quotes are used to determine all current gains/losses on all open positions.
- 4.2.5.3. free margin (Free Margin) is determined by the formula: Free Margin = Balance New Margin + Floating Profit / Floating Loss.
- 4.2.5.4. in case the calculated Free Margin value is greater than or equal to zero, the position is opened.
- 4.2.5.5. the opening of the position is accompanied by a corresponding entry in the server log file.
- 4.2.5.6. in case the calculated Free Margin value is less than zero, the Company rejects the order to open a position, and the corresponding entry "No money" appears in the server log file.
  - 4.2.6. The Client's Instruction to open a position is deemed executed, and the position is deemed opened after the corresponding record appears in the server log file.
  - 4.2.7. An Instruction to open a position will be declined by the Company if it was received for processing before the first quotation for this instrument appeared in the trading platform at the moment of market opening. In this case the message "Off quotes" / "No prices" will appear in the client terminal window.
    - 4.3. Postpone the position to the next day.



- 4.3.1. The process of transferring open positions to the next day starts at 23:59:45 server time and is mandatory for all positions that remained open between 23:59:45 and 23:59:59 server time.
- 4.3.2. Positions are transferred to the next day by debiting or charging from / to the Client's trading account an amount, the amount and sign of which depends on the differential interest rates between the countries whose currencies make up the currency pair, and the direction of the position.
- 4.3.3. The actual values of charges/withdrawals for position rollover to the next day for each instrument are indicated on the Company's website.
  - 4.4. Closing trading position.
- 4.4.1. When giving an order to close a position, the Client must specify the following mandatory parameters:
- 4.4.1.1. ticker for the position to be closed.
- 4.4.1.2. trading volume.
  - 4.4.2. In order to submit an order to close a position via the client terminal, the Client must press the Close... button. ("Close...").
  - 4.4.3. The Client's order to close a position may be executed at a price that differs from the quote that was in the Client Terminal at the moment the order was composed and/or submitted, if the current quote has changed.
  - 4.4.4. A Client's Order to close a position shall be executed at the best available price from the Company's liquidity providers at the moment of execution.
  - 4.4.5. If there are two or more locked positions in the list of open positions on a trading account, then, when forming a request or an order to close any of them, in the dropdown list Type / "Type" there is an additional function Close By / "Close counter", after selecting which one or more positions of the opposite direction will be shown. The client can close locked positions of one volume or partially close two locked positions of different volume. The smaller position and the symmetrical part of the bigger one are closed, and a new position remains open in the direction of the bigger one of two, it is assigned a new ticker.
  - 4.4.6. If there are two or more locked positions in the list of open positions on the trading account, then when forming a request or an order to close any of them in the dropdown list Type / "Type" there is an additional function Multiple Close By / "Close overlapped orders", after selecting which the Client can close all locked positions on



- this instrument. In this case a new position remains open in the direction of a larger total volume, it is assigned a new ticker.
- 4.4.7. The Client's Instruction to close a position is considered executed and the position is considered closed after the corresponding record appears in the log file of the server.
- 4.4.8. An Instruction to close a position will be declined by the Company if it was received for processing before the first quotation for this instrument appeared in the trading platform at the moment of opening of trading in the market. In this case the message "Off quotes" / "No prices" will appear in the client terminal window.
- 4.4.9. An Instruction to close a position will be declined by the Company if it was received for processing at the moment when the order on the closed position (Stop Loss or Take Profit) is in the queue for execution. In this case the "Off quotes" / "No prices" message will appear in the client terminal window.
  - 4.5. Pending orders. Placement/Modification/Deletion.
- 4.5.1. In the trading platform it is possible to place the following types of pending orders to open a position:
- 4.5.1.1. Buy Stop an order to open a long position at a price higher than the current price at the moment of placing the order.
- 4.5.1.2. Sell Stop an order to open a short position at a price lower than the current price at the moment of placing the order.
- 4.5.1.3. Buy Limit order to open a long position at the price lower than the current price at the moment of placing the order.
- 4.5.1.4. Sell Limit an order to open a short position at a price higher than the current price at the moment of placing the order.
  - 4.5.2. The following types of pending orders can be placed in the trading platform to close a position:
- 4.5.2.1. Stop Loss an Order to close a previously open position at a price less beneficial to the Client than the current price at the moment of placing the Order.
- 4.5.2.2. Take Profit assumes closing an open position earlier at a price more advantageous for the Client than the current price at the moment of placing an order.
- 4.5.2.3. If Done Stop Loss and/or Take Profit orders that are activated only after the execution of the associated pending order to open a position.



- 4.5.3. Orders of all types can be placed, modified, or deleted by the Client only in the period when trading on this instrument is allowed.
- 4.5.4. For instruments traded around the clock, all pending orders to open positions have the status of GTC (Good Till Cancelled) and are accepted for an indefinite period. The Client can limit the order validity period by setting a specific date and time in the Expiry / Expiration field.
- 4.5.5. For instruments traded sessionally, pending orders of all types have DO status (Day Order), are accepted only within the current trading session, and are deleted by the Company at the end of the trading day.
- 4.5.6. For all instruments, pending orders to close a Stop Loss and/or Take Profit position have GTC (Good Till Cancelled) status and are accepted indefinitely.
- 4.5.7. When the Client gives an order to place pending orders to open a position, the following mandatory parameters (details) must be specified:
  - instrument;
  - volume;
  - order type (Buy Stop, Buy Limit, Sell Stop, Sell Limit);
  - order level.
- 4.5.8. In addition to the mandatory parameters (details), the Client may specify the following optional parameters (details) at the disposal of placing pending orders to open a position:
- 4.5.8.1. level of Stop Loss of a Pending Order. A value of 0.0000 means that the Stop Loss is not placed (or is deleted if it was placed earlier).
- 4.5.8.2. level of Take Profit of the pending order. A value of 0.0000 means that Take Profit is not placed (or is deleted if it was placed earlier).
- 4.5.8.3. date and time of the Pending Order validity to open a position.
  - 4.5.9. An Instruction to place a pending order to open a position will be declined by the Company with the issuance of an error message in the client terminal: "Invalid order" / "Incorrect order" in the following cases:



- 4.5.9.1. in case of absence or incorrect value of one or more mandatory parameters.
- 4.5.9.2. if one or more optional parameters are incorrectly set.
- 4.5.10. When the Client gives an order to place Stop Loss and/or Take Profit orders for an open position, the following parameters should be specified:
- 4.5.10.1. ticker of the open position for which the order is placed;
- 4.5.10.2. Stop Loss Order level, in this case the value 0.0000 means that Stop Loss is not placed (or is deleted if it was placed earlier);
- 4.5.10.3. the Take Profit level of the order, in this case the value 0.0000 means that the Take Profit is not placed (or is deleted if it was placed earlier).
  - 4.5.11. If one or more parameters are incorrect, placing a Stop Loss and/or Take Profit order via the client terminal will be impossible and the "Modify" / "Change..." button will remain inactive.
  - 4.5.12. When the Client gives an order to place If Done orders for a pending order, the following parameters should be specified:
- 4.5.12.1. the ticker of the pending order to which these orders are placed.
- 4.5.12.2. Stop Loss order level, in this case the value 0.0000 means that Stop Loss is not placed (or is deleted if it was placed earlier).
- 4.5.12.3. the level of Take Profit orders, a value of 0.0000 means that Take Profit is not placed (or is deleted if it was placed earlier).
  - 4.5.13. When placing an order to place a pending order to open a position or Stop Loss and/or Take Profit orders, the distance in points between the level of the set order and the current market price is greater than or equal to a certain number of points specified in the contract specification for this instrument, and the following conditions must be satisfied:
- 4.5.13.1. for a Stop Loss order on a short position: the current market price is the Ask price and the order level should not be lower than the Ask price plus the specified number of points.
- 4.5.13.2. for Take Profit orders on a short position: the current market price is the Ask price and the order must not be placed higher than the Ask price minus the specified number of points.



- 4.5.13.3. for a Stop Loss on a long position: the current market price is the Bid price, and the order must not be placed higher than the Bid price minus the specified number of points.
- 4.5.13.4. for Take Profit orders on a long position: the current market price is the Bid price, and the order must not be placed lower than the Bid price plus the specified number of points.
- 4.5.13.5. for a 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 specified number of points.
- 4.5.13.6. for a 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 specified number of points.
- 4.5.13.7. for a 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 specified number of points.
- 4.5.13.8. for a 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 specified number of points.
  - 4.5.14. When giving an order to place If Done Orders for a Pending Order, the Client shall take into account that the difference between the level of If Done Orders and the level of the Pending Order itself shall not be less than the number of points specified on the Company's Website for each Instrument, and the following conditions shall be met:
- 4.5.14.1. a Stop Loss order for pending Buy Limit or Buy Stop orders must not be higher than the Pending Order Level minus the specified number of points.
- 4.5.14.2. a Stop Loss order for pending Sell Limit or Sell Stop orders must not be lower than the Pending Order Level plus the specified number of points.
- 4.5.14.3. a Take Profit order for pending Buy Limit or Buy Stop orders must not be lower than the Pending Order Level plus the specified number of points.
- 4.5.14.4. Take Profit order for pending Sell Limit or Sell Stop orders must not be higher than the Pending Order Level minus the specified number of points.
  - 4.5.15. The order placement order is considered executed, and the order is considered placed after the corresponding record appears in the server log file.
  - 4.5.16. Each pending order is assigned a ticker.
  - 4.5.17. An order placement order will be declined by the Company if it is received for processing before the first quote appears in the trading platform at the moment of the



- market opening. In this case the message "Off quotes" / "No prices" will appear in the client terminal window.
- 4.5.18. The Company has the right but not the obligation to reject the order placement order if the current quote during the order processing reaches a level that would violate at least one of the conditions of the paragraphs "Off quotes" and "No prices". 4.5.13, 4.5.14.
- 4.5.19. When the Client gives an order to modify the parameters of pending orders (level of a pending order and/or If-Done orders for this pending order) the following parameters shall be specified:
- 4.5.19.1. ticker;
- 4.5.19.2. the level of the pending order.
- 4.5.19.3. level of Stop Loss order.
- 4.5.19.4. the value 0.0000 means that the Stop Loss is not placed (or is deleted if it was placed earlier).
- 4.5.19.5. the order Take Profit level.
- 4.5.19.6. the value 0.0000 means that Take Profit is not placed (or is deleted if it was placed earlier).
  - 4.5.20. In case of incorrect value of one or more parameters in case of placing / modifying / deleting a pending order it will be impossible to submit an order via the client terminal, and the "Modify" / "Modify..." button will remain inactive.
  - 4.5.21. When the Client gives an order to modify Stop Loss and Take Profit orders for an open position, the following parameters should be specified:
- 4.5.21.1. ticker;
- 4.5.21.2. Stop Loss order level;
- 4.5.21.3. the value 0.0000 means that the Stop Loss is not placed (or is deleted if it was placed earlier).
- 4.5.21.4. the order Take Profit level.
- 4.5.21.5. the value 0.0000 means that Take Profit is not set (or is deleted if it was set earlier).



- 4.5.22. In case of incorrect value of one or more parameters in case of placing / modifying / deleting orders it will be impossible to place an order via the client terminal and the Modify button. / "Modify..." button will remain inactive.
- 4.5.23. When the Client gives an order to delete a pending order, the ticket of the order to be deleted should be specified.
- 4.5.24. The order modification or deletion order is considered executed, and the order is considered modified or deleted after the corresponding record appears in the server log file.
- 4.5.25. An Instruction to modify or delete an Order will be declined by the Company if it comes for processing before the first quote in the trading platform for this instrument appears at the moment of market opening. In this case the message "Off quotes" / "No prices" will appear in the client terminal window.
- 4.5.26. The Company has the right but not the obligation to reject the order for modification or deletion, if during the order processing the order was placed in the queue for execution according to p. 4.6.1.
- 4.5.27. If the process of processing the modification or deletion order has been completed after the order has been placed in the queue for execution in accordance with clause 4.6.1, the Company has the right but not the obligation to cancel the modification or deletion order.
  - 4.6. Execution of pending orders.
  - 4.6.1. Pending orders are placed in the queue for execution under the following conditions:
- 4.6.1.1. A Take Profit order for an open long position is placed in the queue for execution if the Bid price in the quote stream becomes equal to or higher than the order level.
- 4.6.1.2. a Stop Loss order for an open long position is placed in the queue for execution if the Bid price in the Quote Flow becomes equal to or lower than the Order Level.
- 4.6.1.3. a Take Profit order for an open short position is placed in the queue for execution if the Ask price in the Quote Flow becomes equal to or lower than the order level.
- 4.6.1.4. a Stop Loss order on an open short position is placed in the queue for execution if the Ask price in the Quote Flow becomes equal to or higher than the Order Level.
- 4.6.1.5. a Buy Limit order is placed in the queue for execution if the Ask price in the Quote Flow becomes equal to or lower than the Order Level.



- 4.6.1.6. a Sell Limit order is placed in the queue for execution if the Bid price in the Quote Flow becomes equal to or higher than the Order Level.
- 4.6.1.7. a Buy Stop order is placed in the queue for execution if the Ask price in the Quote Flow becomes equal to or higher than the Order Level.
- 4.6.1.8. a Sell Stop order is placed in the queue for execution if the Bid price in the Quote Flow becomes equal to or lower than the Order level.
  - 4.6.2. When a pending order is submitted for execution, the server automatically checks the trading account for free margin for the position being opened:
- 4.6.2.1. a new amount of required margin (New Margin) for the aggregate client position is determined: for locked positions depending on the hedge margin; for other positions depending on the initial margin, which is determined by the weighted average price (by volume) of all positions, except for locked positions.
- 4.6.2.2. when the level of a pending order hits the price gap, the floating profit/loss on all open positions are calculated at the current quotes at the moment the order is placed in the queue for execution.
- 4.6.2.3. free margin (Free Margin) is calculated in accordance with clause 4.2.5.
- 4.6.2.4. in case the calculated Free Margin value is less than zero, the Company reserves the right to reject the order to open a position and delete the pending order. The order cancellation is accompanied by the corresponding entry in the log file of the server "No money".
  - 4.6.3. An order is considered executed when the corresponding record appears in the server log file.
  - 4.6.4. The order execution is accompanied by the corresponding record in the server log file, and the position opened by the pending order execution retains the ticket of the pending order.
  - 4.6.5. The Company can execute Buy Limit, Sell Limit and Take Profit orders at the requested price or the best price at the moment of order execution.
  - 4.6.6. The Company, after reaching the level of Buy Stop, Sell Stop and Stop Loss orders, can execute these orders at the current available price at the moment of order receipt on the



- 4.7. Forced closing of positions.
- 4.7.1. The Company has the right to forcibly close the Client's open positions without consent and any prior notice, if the ratio of funds to margin on the trading account falls below the Stop Out level. Stop Out level for each instrument is indicated on the Company's website.
- 4.7.2. The level of margin is controlled by the server, which in case of fulfillment of the conditions of the clause "Stop Out". 4.7.1 generates an Order for forced closing of a position (Stop Out) without prior notification of the Client. Stop Out is executed at the current price available at the moment of Order execution.
- 4.7.3. The Company has the right to forcibly close any open position of the Client without prior notice to the latter in the process of resolving the disputable situation.
- 4.7.4. In case of changes in the list of available instruments, the Company has the right to forcibly close the positions on the instruments, trading in which the Company ceases to provide. The position is closed at the last available price on the date of termination of trading.
  - 5. Non-trade operations.
  - 5.1. Non-trading operation any operation of the Client to deposit funds into the Client's account, withdraw funds from the Client's account or internal transfer of funds between the Client's accounts.
  - 5.2. Orders for non-trading operations can be submitted by the Client to the Company through the Personal Cabinet on the Company's website.
  - 5.3. When registering the Personal Cabinet on the Company's website, the Client must provide correct and reliable information for identification purposes. Client is also obliged to timely inform the Company of any changes in his identification data.
  - 5.4. In order to verify Client's identification data, the Company is entitled at any time to request from the Client the documents specified in the Policy on Combating Money Laundering and Terrorist Financing located on the Internet at https://novotrend.net/.
  - 5.5. The Company is entitled to suspend non-trading operations on the Client's account if it turns out that the identification data of the Client is incorrect or unreliable, as well as in case the Client fails to provide the requested documents.
  - 5.6. The Client guarantees the legal origin, possession and right to use the funds transferred to him.



- 5.7. A non-trading operation can be considered doubtful by the Company in the following cases:
- 5.7.1. transfers of funds without performing trading operations on the trading account.
- 5.7.2. when the operation performed has no obvious economic sense or an obvious legitimate purpose.
- 5.7.3. when the conducted operation is accompanied by circumstances giving grounds to believe that the operation is conducted for the purpose of money laundering or terrorist financing.
- 5.7.4. provision by the Client of unreliable information, forged or invalid documents.
  - 5.8. In case of revealing doubtful non-trading operations, the Company has the right:
- 5.8.1. reject an Order submitted by the Client.
- 5.8.2. to refund funds previously credited to the Client's accounts to the same source of payment from which the Client's account was deposited.
  - 5.9. The Client is entitled to withdraw funds from his personal account only if there are no open trades on the account.
- 5.10. The Company reserves the right to withdraw funds to the Client only in the same manner that the Client used when making the deposit. The Client agrees that if the Client withdraws funds from his account and has made a number of transactions with less than 10 lots (1,000,000 base currency) for every 1000 USD of the deposit, he will be charged an early withdrawal fee of 90%.
  - 6. Communications
  - 6.1. The Company may use for communication with the Client:
- 6.1.1. the trading platform's internal mailbox.
- 6.1.2. electronic mail;
- 6.1.3. telephone;
- 6.1.4. mailings;



- 6.2. The Company will use the Client's contact details indicated when opening an account or modified in accordance with paragraph 5.5 of these Regulations.
- 6.3. The Client agrees to receive messages from the Company in 24/7 mode.
- 6.4. Any correspondence (documents, announcements, notifications, confirmations, reports etc.) will be considered received by the Client:
- 6.4.1. one hour after sending the Customer to the e-mail address.
- 6.4.2. immediately after sending the trading platform by internal mail.
- 6.4.3. immediately after the end of the telephone conversation.
- 6.4.4. 7 (seven) calendar days after the mailing.
- 6.4.5. one hour after placing an announcement in the Company News section of the Company's website.
  - 6.5. Client shall immediately inform the Securities Broker of any changes in his contact information.
  - 6.6. Each trade operation of the Client is confirmed by the trading operations report for the day (Confirmation), which is sent to the Client's e-mail address the next working day after the day of their execution.
  - 6.7. On the first day of each month, a report on all transactions for the previous month (Statement) is sent to the Client's e-mail address.
  - 6.8. The Client agrees that his telephone conversations with the Company can be recorded on magnetic or electronic media. Recordings of telephone conversations are the property of the Company, and they may serve as evidence of orders submitted by the Client. The Client agrees that the Company may provide such recordings to a court or regulatory
    - 7. Procedure for settling disputable situations
  - 7.1. In the event that the Client considers that the Company, as a result of any action or omission, violates one or more provisions of these Regulations, the Client is entitled to bring a claim against the Company.
  - 7.2. Claims shall be accepted within 2 (two) working days from the moment the grounds for their submission appeared.



- 7.3. Claims may be submitted by the Client only in writing for each disputable situation separately by sending a reasoned and substantiated appeal to the Client's e-mail address <a href="mailto:global@novotrend.co">global@novotrend.co</a>.
- 7.4. All claims made otherwise (on the forum, other Company's e-mail addresses, by phone, etc.) shall not be considered.
- 7.5. The claim must contain:
- 7.5.1. Client's name and surname (or the name of the Company if the Client is a legal entity).
- 7.5.2. the Client's login in the trading platform.
- 7.5.3. the date and time when the disputed situation arose (by the time of the trading platform).
- 7.5.4. tickers of all contested positions and/or pending orders.
- 7.5.5. description of the substance of the disputed situation with reference to the point / points of these Regulations, which, in the opinion of the Client, have been violated.
  - 7.6. The claim should not contain:
- 7.6.1. an emotional assessment of a contentious situation.
- 7.6.2. offensive language;
- 7.6.3. abnormal vocabulary.
  - 7.7. The Company has the right to reject the claim in case of non-compliance with the conditions specified in the paragraphs. 7.2, 7.3, 7.4, 7.5, 7.6.
  - 7.8. When considering a disputed situation, the main source of information is the server log file.
  - 7.9. Information from the server log file has unconditional priority over other arguments when considering a disputable situation, including information from the client terminal log file.
- 7.10. Absence in the Server log file of the corresponding record confirming the Client's intention is the reason for invalidation of an argument based on the fact of such intention.
- 7.11. A disputable situation can be settled by the Company:
- 7.11.1. in the form of compensation adjustment credited to the Client's trading account or debited from the Client's trading account with appropriate comment.



- 7.11.2. by restoring positions that have been erroneously closed.
- 7.11.3. by deleting mistakenly opened positions or orders placed.
  - 7.12. The resolution of a disputed situation is the exclusive competence of the Company, which has the right to choose one of the above methods in each case.
  - 7.13. In the event of a disputable situation that is not specified in these Regulations, the final decision is made by the Company on the basis of common market practice and its views on the fair resolution of the disputable situation.
  - 7.14. In the event of a technological gap in the quotation flow caused by hardware and/or software failure, the disputed situation will be resolved by taking into account the quotations synchronized in accordance with Clause 1.9 of these Regulations.
  - 7.15. If the Client intended to perform an action but did not perform it for any reason, the Company does not reimburse the Client for the lost profit or losses incurred as a result.
  - 7.16. Claims for indirect or intangible damage (including moral damage, etc.) are not accepted.
  - 7.17. The Company does not accept claims for unprocessed orders given during preventive maintenance work on the server, if such work was notified to the Client by internal mail of the trading platform or in any other way. The fact of non-receipt of the notification is not the basis for the claim.
  - 7.18. No claims will be accepted regarding the order execution time if the conditions of the item. 4.6.1, regardless of the time interval required by the Company for the Order execution and regardless of the time when the Order execution record appeared in the Server log file.
  - 7.19. Claims about cancellation of financial results of trading operations, which were made by the Client on additional margin, formed on the trading account as a result of making a profitable transaction (subsequently canceled by the Company) on a non-market quote or on a quote received by him due to an obvious error of the Company, are not accepted.
  - 7.20. The Company considers the Client's claim and makes a decision on the disputed situation as soon as possible. The term for consideration of a claim may be up to five working days from the moment of its receipt. In some cases, the time limit for consideration of a claim may be extended.



- 7.21. The Company settles a disputable situation in accordance with Section 7.11 immediately after the decision on a disputable situation, but not later than one working day from the date of the decision.
- 7.22. The Client agrees that the Company is entitled not to further inform the Client that the disputed situation has been resolved in accordance with subclause 2 of clause 7.11 and the Client assumes responsibility for all risks related thereto.
- 7.23. In reviewing the disputable situations any references made by the Client to quotations of other companies or information systems are illegal and are not taken into account.
- 7.24. Both Client and Securities Broker have the right to initiate the consideration and settlement of the disputable situation in accordance with these Regulations.