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# Regulations of Transactions

Version: March 2015

## 1. General Provisions

1.1. The Present Regulations of transactions (hereafter the Regulations) are an integral part of the Public Documents Package according to which NewForex Group represented by FinPark Ltd., its own official Departments, tributary offices and affiliated partners (hereinafter – NewForex Group) provides any kind of service to the Customer (including an authorised access to software, an opportunity to pay through electronic payment systems (EPS), implementation of operations connected with an account or a trading account of the Client; informational services, etc.). Choosing NewForex Group services, the Customer accepts all the terms and conditions of all public documents included in Public documents package of NewForex Group.

1.2. Any person or entity using this or that service of NewForex Group is called the Customer in the present Regulations. The Regulations handle the relations between NewForex Group and the Customer occurring in the course of trading (speculative) margin operations with contracts for difference (CFD) in the financial markets or using other services of NewForex Group.

1.3. Rendering of services to the Customer NewForex Group has rights and obligations described in the Public documents package including the present Regulations. The Customer using the services of NewForex Group has rights and obligations as well.

1.4. The lack of knowledge of the present Regulations or other Public documents does not release from responsibility arising because of the breach of conditions of rendering services to the Customer by NewForex Group. The lack of knowledge of the clauses of the present Regulations can not be considered as an evidence for the solution of the disputable situation in favour of a Customer if the service which caused a disputable situation was provided to the Customer according to the present Regulations by NewForex Group.

1.5. NewForex Group has the right to make amendments and additions in the Regulations in accordance with the procedures established by the present Regulations.

1.6. The present Regulations has the following terms and definitions

**Ask** – the price at which the Customer may buy the contract.

**Bid** – the price at which the Customer may sell the contract.

**Equity** – the secured part of the Customer's trading account including open positions connected with the Balance and Floating (Profit/Loss) with the following formula: Balance + Floating + Swap. These are funds reduced by the current loss in open positions and negative swaps volume of them and increased by the current profit in open positions and the volume of their positive swaps.

**Floating Profit/Loss** – floating (unimplemented,unrecorded) profit/loss of open positions based on the current quotes.

**Free Margin** – funds not used as a security for open accounts. It is calculated as Free Margin = Equity - Margin.

**Margin** – necessary security deposit to open positions which equals 1% (provided that the leverage is 1:100) from the amount (volume) of the opening position contract.

**Margin Level** – the indicator characterizing the state of the trading account. It is calculated as  $(\text{Equity}/\text{Margin}) \cdot 100\%$ .

**Stop-out level** – the state of the trading account when open positions are forcedly closed by the company at current quotes. If there are more than three open positions the company retains the right to liquidate the part of the most un-profitable if the margin level reaches 20%. The last position is closed out if the margin level is less or equals 10%.

**Trailing Stop** – is the following algorithm of managing a “Stop Loss” order: if an open position profit is less than the Trailing Stop value, no action shall be taken; as soon as the open position profit exceeds the Trailing Stop value, send the order to the server to place a Stop Loss order at the distance of Trailing Stop value from the current price; once a quote has been received that exceeds the Trailing Stop in comparison with the placed Stop Loss order, send an order to the server to change the level of this order to put it at the distance of the Trailing Stop value from the current price.

A Trailing Stop is executed only when the Client Terminal is started, connected to the Internet and successfully authorized on the server.

**Base currency** – the currency including electronic and synthetic currencies in which the trading account is nominated and calculated, as well as Floating (Profit/Loss), Margin, Free Margin, Equity, commission charges and payments, open positions swaps.

**Balance** – the total financial result of all completed transactions and deposit/withdrawal operations conducted on the Trading Account.

**Fast market** – a state of the market characterized by rapid price fluctuations over a short period of time often accompanied with Price Gaps.

**Currency pair** – the transaction object (financial instrument) based on the quotation of the relative value of one currency unit against the unit of another currency.

**Quote currency** – the second currency in the currency pair for which the Customer can sell or buy the base currency.

**Trailing Stop value** – Trailing Stop parameter set by the Customer.

**Dealer** – a competent specialist of NewForex Group which the Customer makes agreements with, regulating legal fundamentals of making transactions under the conditions of margin trading.

**Account history** – a list of full completed transactions and financial (nontrading) operations on the trading account.

**Instrument (financial instrument)** – a contract for difference (CFD) of currency pairs spot-rates, precious metals and other base assets presented in the quotation list of NewForex Group.

**Customer** – a person or entity using this or that service of NewForex Group.

**Client terminal** – MetaTrader programme product of recent (currently supported by NewForex Group) version by means of which the Customer can obtain online information about the trading in financial markets (in the volume determined by NewForex Group), make a technical market analysis, make transactions, place/modify/delete orders and receive messages from NewForex Group.

**Company** – NewForex Group, represented by its own Departments, Tributary offices and Affiliated partners, providing the conclusion of transactions and performing all necessary calculations with the Customer according to the present Regulations and the Public documents package.

**Short position** – selling an instrument expecting that the rate will fall. In currency trading it means selling the Base Currency for the Quote Currency.

**Quoting** – the process of providing the Customer with Quotes for making transactions.

**Quote** – information about the current spot-rate of the instrument represented in prices Bid and Ask (two-way quotation).

**Leverage** – the ratio of the Margin and the trading position value: 1:1, 1:5, 1:10, 1:20, 1:40, 1:50, 1:100, 1:200, etc. The leverage 1:200 means that in order to make a transaction it is required to have funds two hundred times less on the trading account than the value of the transaction.

**Rate** – the price of the base currency in the terms of the Quote Currency.

**Customer Log-file** – the file created by the Client Terminal which records requests and instructions on time to the second sent by the Customer to the Dealer.

**Server Log-file** – the file created by the server which records accurately to the second all requests and instructions sent by the Customer to the Dealer and the results of the processing.

**Locked (synthetic) positions** – long and short positions of the same size opened on one trading account for the same Instrument.

**Lot** – a unit measure of transactions volume.

**Margin trading** – arbitrage transactions with contracts for difference in the result of which the volume of open positions exceeds the size of the variance margin.

**Initial margin** – funds required by NewForex Group to open a position.

**Necessary margin** – funds required by NewForex Group to maintain open positions.

**Nontrading (financial) operation** – deposit or withdraw funds from/to the trading account or credit arrangement (repayment).

**Transaction size** – lot size multiplied by the number of lots.

**Order** – a Customer instruction to NewForex Group to open or close a position immediately (within the current market price) or when the price reaches the level of the order.

**Open position** – the result of the first part of a full completed transaction. As the result of opening a position the Customer is obliged to: to make a counter transaction of the same volume; maintain Equity not lower than 10% of the Necessary Margin.

**Market Opening** – the time when a market opens after weekends, holidays or trading session time gaps.

**Pending Order** – a request from the Customer to the Dealer to open a position once the price has reached the price level of the order.

**Full Completed Transaction** – consists of two opposing transactions of the same volume (opening and closing a position): buying followed by selling or selling followed by buying.

**Streaming Quotes** – the flow of Quotes in the trading platform for each instrument.

**Instant Execution** – the mechanism of providing quotes to the Customer without a request when the client sees the Dealer’s streaming quotes in real-time mode and may send an instruction to make a transaction at any moment.

**Point/Pip** – the least significant digit value of the rate (the last number after comma).

**Company working hours** – the period of time during the working week when the trading terminal of NewForex Group maintains transactions with standard currency contracts except for the weekends, holidays, temporary changes of NewForex Group internal order and the time when it is impossible to provide customer service due to technical reasons. In such cases NewForex Group is obliged to take all necessary measures to inform the Customer about the changes of working hours and allow the Customer to eliminate risks arising from it.

**Lot size** – the number of units of a base currency in one Lot as defined in the Contract Specifications.

**Developer** – the “MetaQuotes Software Corp.” company, developer of the Trading Platform.

**Instruction** – any request of the Customer to the Company to open, close or change a position.

**Swap-storage** – funds held or debited on the Customer’s subaccount for the prolongation (rollover) of the position for the next trading day.

**Server** – MetaTrader Server programme product by means of which the processing of Customers’ orders and requests is done, maintenance of information about financial trading online (in the volume determined by NewForex Group), record of mutual obligations between the Customer and the Dealer as well as the observance of terms and limitations.

**Advisor** – an algorithm of trading account management functioning as a programme in a specialized (script) language MetaQuotes Language which sends messages and orders to the server using the Client Terminal.

**Contract Specification** – principal trading terms (spread, lot size, a trading operation minimum volume, a step of changing the volume of a transaction, initial margin, margin for locked positions, etc.) for each instrument.

**Spread** – the difference between Ask and Bid prices.

**Ticker** – the unique identity number assigned to each Open Position or Pending Order in the Trading Platform.

**Trading (speculative) margin operation** – a deal between NewForex Group and the Customer to buy or sell a contract for difference of the spot-rate of the contract base asset (such as currency pair, precious metals, bonds, goods or commodities, etc.) which implies at least two opposite transactions of buying and selling a contract of the same volume.

**Trading account** – a unique personal record of transactions on the trading platform including full completed transactions, open positions, nontrading operations and orders.

**Trading Platform** – a total of programme and technical means providing online information about the tradings in the financial markets, transactions, a record of mutual obligations between the Customer and the Dealer, observance of terms and limitations. In the simplified way for the purposes of the present Regulations the trading platform consists of the Server and the Client Terminal.

**Transaction** – the whole of trading operations when the funds transfer from the base currency into the quote currency and back.

**Order level** – the price indicated in the order.

**Force-majeure circumstances** – events which were impossible to foresee and prevent. As a rule they are: natural disasters; wars; terrorist attacks; government, legislative and executive authorities actions; hacker attacks, technical problems in the work of the server causing a temporary stoppage of quotes delivery to the Client Terminal and other illegal actions against the server.

**Price gap** – any of two situations: current Bid Quote is higher than the Ask of the previous Quote; current Ask Quote is lower than the Bid of the previous Quote.

**Price Gap at Market Opening** – any of two situations: the Bid of the market opening is higher than the Ask price of market closing; the Ask of the market opening is lower than the Bid of the market closing.

## 2. Company Information

### 2.1. The structure of NewForex Group, the working hours of NewForex Group

- 1) The Dealer Service Department and the Technical Support Service work from 00:00:01 GMT on Monday to 21:59:00 GMT on Friday (taking into account the switch to Daylight Saving Time). There is a possibility of a technical break for 10 (ten) minutes from 08:00:00 GMT to 08:10:00 GMT and from 20:00:00 GMT to 20:10:00 GMT during a working week from

Monday to Friday because of the shift changeover.

- 2) The Dealer Service Department and the Technical Support Service do not work during the world holidays when there is not trading in the financial markets. Other departments and services including the Department of Customer Accounts Servicing, Financial and Law Departments work from Monday to Friday from 07:00:00 GMT to 16:00:00 GMT. There is a lunch break from 10:00:00 GMT to 11:00:00 GMT.
- 3) The department of Customer Accounts Servicing, Financial and Law Departments do not work during the world holidays when there is no trading in the financial markets. On public holidays of the country where the department is located this department has a reduced work day – from 07:00:00 GMT to 14:00:00 GMT, provided that the lunch break is preserved according to the general schedule.
- 4) Other departments of NewForex Group which do not have a direct connection to rendering of services to Customers do not work on public holidays of the country where the department is located.

## 2.2. The mode of financial instruments quoting

- 1) The financial instruments of the exchange market (currency pairs and indexes) are quoted from 00:00:01 GMT Monday to 21:59:00 GMT Friday (taking into account the switch to Daylight Saving Time) without breaks.
- 2) Non-working hours for financial instruments of the exchange market (currency pairs and indexes) are from 23:59 GMT Friday to 24:00 GMT Sunday.
- 3) During the whole period of quoting financial instruments of the exchange market conversion arbitrage (speculative) transactions are available.
- 4) Financial instruments of the exchange market (currency pairs and indexes) are not quoted during the world holidays.
- 5) Financial instruments of the stock market are quoted according to the official working hours of the relevant stock market. In particular, contracts for difference of shares included in the quotation list of New York Stock Exchange are quoted from Monday to Friday 14:30:01 GMT to 21:00:00 GMT.
- 6) Non-working hours of contracts for difference of shares included in the quotation list of New York Stock Exchange is the time from 21:00:01 GMT to 14:30:00 GMT Monday to Friday.
- 7) Conversion arbitrage (speculative) transactions with contracts for difference of shares included in the quotation list of New York Stock Exchange are available from Monday to Friday 14:30:01 GMT to 21:00:00 GMT.
- 8) Financial instruments of the stock market are not quoted during the world and national holidays accepted in the country where the stock market is located. In particular, contracts for difference of shares included in the quotation list of New York Stock Exchange are not quoted during the national holidays of the USA.

## 3. The status of the present Regulations

3.1. The present Regulations are an inseparable part of the Public documents package of NewForex Group which sets the terms and conditions of rendering the services to

NewForex Group Customer and present a public offer.

3.2. The present Regulations set the terms and conditions of rendering the services connected with trading (speculative) margin transactions with contracts for difference (CFD) in the financial markets, in particular:

- 1) Market conditions in the frames of which the present Regulations are applicable;
- 2) The order of trading (speculative) transactions (open, close transactions within the current market price, setting pending orders and their modification or deletion) under normal market conditions;
- 3) The order of trading (speculative) transactions (open, close transactions within the current market price, placing pending orders and their modification or deletion) under the conditions different from normal;
- 4) The conditions of using the software by the Customer;
- 5) The order of termination the obligations between the Customer and NewForex Group.

## 4. The duration of the present Regulations

- 4.1. The present Regulations become valid as soon as the Customer fills in the registration form placed on the website of NewForex Group.
- 4.2. The financial obligations between the Customer and NewForex Group arise as soon as the Customer replenishes the personal trading deposit (account).
- 4.3. Obligations connected with the usage of additional services such as infoware appear from the actual start of their usage by the Customer.
- 4.4. The duration of the present Regulations is not limited under the condition of full and due performance of obligations by the parties.
- 4.5. The Customer has the right to reject from the usage of NewForex Group services of his/her own free will.
- 4.6. NewForex Group has the right to deny the Customer to render any services or limit the list of provided services if:
- 1) The Customer violates any clause of the public documents package.
  - 2) Non-fulfilment or improper fulfilment of the obligations set by the Public documents package of NewForex Group including the present Regulations by the Customer.

## 5. The agreement of the Customer with the Regulations

- 5.1. The following actions are considered by NewForex Group as a complete and unreserved consent with the present Regulations:
- 1) The usage of this or that service provided by NewForex Group;
  - 2) Completing a registration form on the official website of NewForex Group;
  - 3) Replenishment of the trading account (deposit) with funds;
  - 4) Making trading (speculative) operations through the Client Terminal, telephone or any other way;
  - 5) The usage of infoware provided by NewForex Group.

## 6. General principles of Customers orders procession

### 6.1. Processing the Customers Orders through the Client Terminal.

- 1) The main way of receiving instructions from the Customer and providing the information is the Client Terminal connected to the Trading Server of NewForex Group. The following operations made through the Client Terminal refer to the present clause:
  - 1.1) Making transactions and setting orders;
  - 1.2) Modification and/or deletion of orders;
  - 1.3) The query for the current price of one or several financial instruments;
  - 1.4) The enquiry of balance, pledge, current profit/losses of transactions and other relevant information about the present state of the Customer's trading account.
  - 1.5) Getting macroeconomical news.
- 2) The following operations might be made through communication systems in case the Customer does not have technical possibility to make them via the Client Terminal (ref. to the section «Communication»).
- 3) While making transactions using the Client Terminal the mechanism «Instant Execution» is applied and while making transactions via communication systems the mechanism «Client's request».

- 4) The processing of the Customer's requests and instructions given through the communication systems is described in the section «Communication».
- 5) The processing of the Customer's requests and instructions given through the Client terminal is done in the following way:
  - 5.1) The Client makes a request or an instruction using the functionality available in the Client Terminal;
  - 5.2) The trading server checks that the received instruction is correct and agrees with the current market and/or trading conditions;
  - 5.3) As the result of the check the incorrect Customer's instruction may be rejected by the Trading Server and the correct one directed to the processing list according to the time when the request was received. In this case in the Client Terminal in the window «Order» it is displayed: «Order accepted».
  - 5.4) In cases described below NewForex Group personnel authorized to announce quotes and make conversion transactions (hereafter the Dealer) has the right to deny the Customer's request or instruction:
    - a) to open the market if the Customer makes a request or sends the instruction before the first quote appears on the trading platform;
    - b) if the market conditions differ from normal;
    - c) if the ratio of the Customer's instructions and transactions made steadily exceed the reasonable limit (on average 10 orders for one transaction);
    - d) when the Customer does not have enough free margin of the required volume to open the position;
    - e) due to the surpass of the restrictions of the composite Client's position volume and /or total amount of set orders for this type of the account;

In such cases there will be a message in the window of the Client Terminal: «Off quotes»; «Cancelled by dealer»; «Not enough money»; «Trade is disabled».

- 5.5) A request or the instruction which becomes the first in the processing list is processed by the first free dealer. Thereby in the window «Order» of the Client Terminal there will be the current processing status «Order is being processed».
  - 5.6) The processing result of the Customer's request or the instruction by the Dealer goes to the trading server and then to the Client Terminal.
- 6) The described procedure of processing the Customer's instructions and requests works in case of the persistent connection of the Client Terminal and the Trading Server.
  - 7) There is a separate instruction flow for processing every request transmitted between the Client Terminal and the Trading Server. The Client Terminal can support only one flow of instructions in every time period opposed to the Trading Server which can simultaneously support plenty of flows. An attempt to terminate a processing sequence of the Customer's order incorrectly by closing the window of the processing order might lead to an error «The trade context is busy» in further attempts to make a request or an instruction. Taking it into account it is recommended to wait for the end of the request or instruction processing before making the next one and in case of the error to reboot a trading terminal.
  - 8) If the Customer clicks «Cancel the order» button correctly, then the order will be deleted from the list in case its processing has not been started by the Dealer yet. The order cancellation is possible as soon as the order is received by the server after checking its correctness (the order receives the status «The Order is accepted») till the moment when it is processed by the Dealer (the order receives the status «The Order is in process»).
  - 9) As soon as the order receives the status «The Order is in process», the cancellation of this order is impossible.
  - 10) The order or instruction cancellation given on an automatic basis by the Advisor (a special programme (script) written in the software programming language MQL (MetaQuotes Language) and allowing to make the Customer's actions automatic (open, close and/or keep positions on an automatic basis) provided that the Client terminal is switched on) is impossible.



## 7. The handling time of the Customer's Orders

7.1. The handling time of the Customer's Order means the time when the order is sent from the Client terminal to the Trading Server and the receiving the results of the order processing by the Client terminal. It is composed of data transmission time between the Client Terminal and the Trading Server by means of communications links, the check-out time of the order correctness, the time when the order is in the processing queue and the time when it is processed by the Dealer.

- 1) Data transmission time between the Client terminal and the Trading Server completely depends on the quality of connection and the canal capacity used at the specific point of time. Every connection of the Client terminal with the Trading Server follows a certain route (as a rule via several intermediate servers) that is why it is impossible to estimate the time spent on data transfer between the Client Terminal and the Trading Server (in both directions).
- 2) Check-out time of the order correctness received by the Trading Server depends on the current market situation and might last 5 seconds.
- 3) The time when the order is in the queue to be processed depends on the current load on the Trading Server, i.e. on the quantity of orders which are already in the queue. The maximum time of being in the queue to be processed might last 2 (two) minutes. If during this time the order is not received by the Dealer, it is automatically deleted from the queue as outdated.
- 4) The processing time of the customer's order by the Dealer depends on the current market conditions, i.e. on the time necessary for setting a trustworthy genuine market price of the quoted financial instrument. Under the normal market conditions this time lasts up to 10 (ten) seconds. Under the conditions different from normal, the processing time of the Customer's order by the dealer might rise up to 90 (ninety) seconds.

## 8. Quotes flow

### 8.1. General principles of financial instruments quotation

- 1) NewForex Group transmits the quotes of financial instruments applying the principles of public quotation. Current quotes of any financial instrument transmitted by NewForex Group can be compared by the Customer with the quotes received from any reliable source, for instance, such as the world news agencies.
- 2) One should bear in mind that the quotes of one and the same financial instrument might slightly differ on various trade floors. Due to the fact that the international currency market Forex units a lot of participants interacting via the biggest trade floors, there might not be a single price for some financial instruments. The price difference of one and the same financial instrument on different trade floors which can be neglected (for example, the difference comparable to the spread volume) is considered as acceptable.
- 3) NewForex Group has the right to use the quotes sources in its discretion which it considers as reliable. NewForex Group has the right to use more than one source of quotes and change from one source of quotes to another in case of objective necessity such as the technical deficiency in the operation of one the sources of quotes.
- 4) NewForex Group does not reveal data about the used sources of quotes. The quotes transmitted to the Customers by means of the Trading Platform have the highest priority in case of any issues connected with the Customers' conversion transactions.
- 5) The Customer has the right to compare the quote flows of NewForex Group (transmitted to Client Terminals) at his/her own discretion with the sources which he/she considers trustworthy and reputable. It should be taken into account that some news agents transmit the quote flows in free access with some time delay and provide exact and up-to-date data only to paid subscribers. The quotes, transmitted by the sources chosen by the Customer can be taken into consideration solving disputable questions.

### 8.2. Normal market conditions

- 1) Quotes flow under the normal market conditions is characterized in the following way:
  - 1.1) A regular delivery of quotes with a more or less fixed frequency deviating from the average daily delivery of quotes not more than 50 (fifty) per cent.
  - 1.2) A consistent price change when every increment can be compared to the spread set for this financial instrument or be slightly bigger.



### 8.3. Market conditions different from normal

#### 1) Price gap

- 1.1) Price gaps appear when the current market quote (price) lags behind the previous more than a spread volume. Hereby it is possible to mark a considerable price gap ( more than triple spread or equaling it) and a slight price gap (less than a triple spread).
- 1.2) Price gap can appear under the following conditions:
  - a) An issue of significant macroeconomic news;
  - b) The beginning of a new trading session;
  - c) Stop of quotes because of some reasons (including technical);
- 1.3) NewForex Group has the right to consider the formation of a price gap as an anomaly of the quotes flow, i.e. to apply special quoting rules of customers' orders according to the present Regulations.

#### 2) Nonmarket quote

- 2.1) Nonmarket quotes — quotes formed as a result of technical imperfection of data communication links and/or the processor (filter) of the incoming flow of quotes in the Trading Server, i.e. the quote which did not have a real transaction in the market and which does not reflect the real dynamics of this financial instrument and the real change of supply and demand balance of it.
- 2.2) The following features are typical of the nonmarket quotes:
  - a) It is distant from the average price for the last 10 (ten) ticks (excluding itself) for more than double spread or the increment value (in absolute magnitude) of this quote in relation to the previous for more than four times exceeds the average increment value (in absolute magnitude) for the last 10 (ten) ticks.
  - b) It does not influence on the current dynamics of the quote flow, i.e. the subsequent quote is on the price level which was before the formation of the nonmarket quote with an accuracy not exceeding the volume of two spreads.
  - c) It does not have a logical reason, i.e. it is not caused by the issue of significant macroeconomic news or an urgent market situation connected with the economic crisis, military operations, political upheavals and other unexpected circumstances.
- 2.3) NewForex Group has the right to consider the formation of a nonmarket quote as an anomaly of the quotes flow and transactions opened and/or closed with nonmarket quotes are treated as nonmarket and come under preemptory cancellation regardless of other factors.
- 2.4) The customer's complaint about the transaction which was opened or closed incorrectly with nonmarket quotes will be solved in favour of the Customer. A patent misuse, expressed in the Customer's trading tactics of making transactions with nonmarket quotes might be considered by NewForex Group as the reason to attribute the Customer to the category of substandard risk and in certain cases to terminate rendering of services to the Customer.

#### 3) Anomalous volatility

- 3.1) In case of the repeated formation of a nonmarket quote in the frames of an inconsiderable (several minutes) timeslot the anomalously wide price range might be formed or the anomalously high volatility (variability) of the financial instrument. The anomalously high volatility is characterised by the lack of logical reason similarly with a separate nonmarket quote.
- 3.2) As the anomalously high volatility is formed by nonmarket quotes, then the rules which refer to nonmarket quotes might be applied to transactions made during the anomalous volatility of the financial instrument.
- 3.3) Anomalously low volatility of the financial instrument is explained by the extremely low activity or a total absence of activity among the market participants due to the national or world holidays. A low activity of market participants leads to the considerable decrease of the financial instrument liquidity.
- 3.4) NewForex Group has the right to consider anomalous volatility as the anomaly of the quotes flow, i.e. to apply special quoting rules of Customer orders subject to compliance with the present Regulations.
- 3.5) If while trading on the client side there is abuse of the situation with the rapid market price changes, which are seen as anomalies in data feed, it becomes the basis for NewForex to revise the result of such transactions.

- 4) Extremely fast price changes
  - 4.1) Extremely fast price changes is a situation with a considerable imbalance of supply and demand that leads to abrupt price changes (not more than 10 (ten) spreads) within a very short period of time (a minute or several minutes).
  - 4.2) As a rule extremely fast price changes have a logical reason. It might be an issue of very important macroeconomic news or considerable changes in the global economy, politics including force-majeure circumstances.
  - 4.3) An extremely fast price change might be accompanied by the formation of one or several price gaps upon that the financial instrument liquidity considerably decreases. Hence, NewForex Group has the right to consider an extremely fast price change as an anomaly of the quotes flow, i.e. to apply special quoting rules of Customer orders in compliance with the present Regulations.
- 5) Quotes Flow stoppage
  - 5.1) Quotes Flow stoppage – an emergency situation which might be caused by technical reasons independent of NewForex Group characterised by the lack of financial instruments quotes renewal for a long period of time. A long period of time is a period of time longer than an average period of a new quote formation for a certain financial instrument in four or more times.
  - 5.2) As the Quotes Flow stoppage quite often leads to the formation of anomalies typical of market conditions different from normal, then during the quote stoppage transactions are ceased until re-establishment of the normal (within the update rate of quotes) quotes flow.
  - 5.3) NewForex Group has the right to restore historical data from the available sources which it considers as secure after the elimination of the technical reason of quotes stoppage.
  - 5.4) If the quotes flow stoppage was caused by NewForex Group, all the Customers' complaints are reviewed in order specified by the Regulations of making a complaint and a complaint review.

## 9. Dealer's status

9.1. A dealer is NewForex Group specialist or an automatic machine (software placed in the Trading Server) processing Customer orders.

9.2. All the questions connected with order processing are in the dealer's sole competence. Such as:

- 1) The correct processing of Customer orders and setting the result of it.
- 2) Setting an actual (current) market price for the quoted market instrument;
- 3) Wearout of the market price and consequently the necessity of requote;
- 4) The necessity to use special quoting rules under the conditions of the anomaly of quote flow formation (ref. «Quote flow»);
- 5) The necessity to decline the Customer order.

9.3. The decline of the Customer order is possible in the following situations:

- 1) When the trading session is opened the Customer order is received before the formation of the first actual market quote for the financial instrument.
- 2) While the formation of the anomaly of the quote flow until the regulation of the genuine (actual) market price for the financial instrument.
- 3) If there is not enough free margin to open the relevant transaction on the Customer's trading account.
- 4) If there are some restrictions in volume/quantity of transactions set for this type of the trading account used by the Customer.
- 5) If the received order is considered as the order of heightened risk or if it is impossible to cover the position under the conditions demanded by the Customer.

## 10. Order types

10.1. NewForex Group allows the Customer to use the following types of orders:

«Buy» (*buying at the market price*) – this type of order implies an immediate opening of a long position within the current Ask price for the chosen financial instrument;

«Sell» (*selling at the market price*) – this type of order implies an immediate opening of a short position within the current Bid price for the chosen financial instrument;

«Close» (*closing of a transaction at the current market price*) – this type of order implies an immediate closing of the early opened position within the current Ask price if the position was opened to sell or within the current Bid price if the position was opened to buy;

«Buy Stop» (*a pending order to buy while the prices rise*) – this type of order implies a formation of a pending order at a price higher than the current price at the time the order is placed;

«Sell Stop» (*a pending order to sell while the prices decline*) – this type of order implies a formation of a pending order to sell at a price lower than the price at the time the order is placed;

«Buy Limit» (*a pending order to buy when the prices decline*) – this type of order implies a formation of a pending order to buy at a price lower than the price at the time the order is placed;

«Sell Limit» (*a pending order to sell when the prices rise*) – this type of order implies a formation of a pending order to sell at a price higher than the price at the time the order is placed;

«Stop Loss» – this type of order may be set for an open or opening position and secure its automatic closing at a price less profitable for the Client than the current market price. In this case the position might be closed with profit or without profit;

«Take Profit» – this type of order may be set for an open or opening position and secure its automatic closing at a price more profitable for the Client than the current market price. In this case the position might be closed with profit or without profit.

## 11. Opening a position within a current market price

11.1. To open a position within a current market price one may need orders such as «Buy» and «Sell» (opening a long and short position respectively).

- 1) Hereby it is necessary to specify at least two parameters:
  - a) The name of the financial instrument;
  - b) The transaction volume (in lots);
- 2) For the position being reopened within the current market price there might be the following parameters:
  - a) Stop Loss;
  - b) Take Profit;
  - c) Text commentary.

11.2. Opening a position to buy (a long position) is made within the current Ask price of the chosen by the Client financial instrument. Opening a position to sell (a short position) is made with a Bid price of the chosen by the Client financial instrument.

11.3. The order to open a position within a current market price can be made by a Customer individually (clicking the button «Buy» or «Sell» in the window of the order opening in the Client Terminal) or automatically (forming the relevant request by the Advisor).

11.4. When the order is going to be processed an automatic check of the Customer's trading account is performed in order to verify that there is enough margin to open the position assuming that the transaction corresponding to the received order is nominally opened. The position is opened if the free margin taking into account the nominally opened position responds the baseline minimum level specified for this type of the trading account.

If the reopened position leads to the formation of a lock-position (i.e. the reopened position completely hedges the already existing position of the financial instrument), the check of the initial margin necessary to open the transaction is made without

regard of this circumstance. That means that the level of free funds on the account should guarantee the isolated existence of both positions and only after checking this condition the margin level of the locked position is corrected in compliance with the chosen type of the account.

11.5. In some cases (for certain account types) there is a check of the maximum possible amount of positions opened simultaneously as well as the check of the transaction volume (according to the parameters of the trading account).

11.6. After checking the sufficiency of the free margin on the Customer's trading account, there is an additional verification of the market price up-to-dateness for the relevant financial instrument. If the order price conforms to the current (actual) market price, the position is opened without an additional mutual approval with the Customer. If the marker price changes while it is processed by the Dealer, the Dealer has the right to quote the chosen financial instrument again (to requote).

- 1) If the Customer agrees with the new price, he/she should click «OK» during 3 (three) seconds after receiving it. The order passes all the described stages of verification including the actuality of the market price. If the Customer does not agree with the new price, he/she can click «Cancel» and it means that the Customer refuses to make a transaction.
- 2) The amount of requotes is determined by the current market situation and in particular by the speed of the price change.
- 3) The Customer has the right to set the option «Enable maximum deviation from the quoted price» with a certain numerical parameter fixing the range of requote points that will satisfy the Customer for a certain financial instrument. In this case if the requote of the financial instrument leads to the formation of a new price the level of which differs from the one requested by the Customer not more than the fixed number of points, the transaction is opened without any additional agreements with the Customer.

11.7. The moment of receiving the order to be processed, the moment or moments of quoting as well as the confirmation of the open transaction are recorded in the log-file of the Trading Server. After that the position is treated as opened and it receives an identical number (ticker).

11.8. The order to open the position within the current market price may be declined by the Dealer in cases specified by the section «The status of the Dealer» of the present Regulations. If there is an anomaly of the quote flow, the Dealer has the right to increase the processing time of the order until there is a possibility to set a genuine actual market price. Under the conditions of requote the price set by the Dealer at the moment of requote has the priority over the price that existed when the order was formed by the Customer.

11.9. The duration of the open position is determined by the following factors:

- a) The Customer makes a decision to close the position within the current market price (independent from its current results);
- b) There are conditions for the pending order to close (Stop Loss or Take Profit) provided that there are orders specified for this position ;
- c) The level of free margin is close to the minimum requirement for the volume of the relevant type of the trading account set by the trading conditions (Margin Call; ref. to «Stop out») in these circumstances the dealer has the right too close the riskiest positions.
- d) The current free margin level is lower than those set by the trading conditions of the baseline minimum volume for the relevant type of the trading account (ref. to «Stop Out») in these circumstances the Dealer closes the current Customer's positions starting from the riskiest one.
- e) In the absence of the described factors the maximum duration of the open position is not restricted. The maximum time duration of the open position is described in the section «Risk Management».

## 12. Spread

12.1. Spread is a difference in points between the price to buy (Ask) and the price to sell (Bid) and is fixed (stable) under the normal conditions.

12.2. The spread volume for every financial instrument which is in the quotation list of NewForex Group is specified in the table of financial instruments parameters available on the corporate site of NewForex Group.

12.3. Spread might be enlarged without additional notification from NewForex Group:

- 1) For all the Customers during the formation of market conditions different from normal, if it is connected with force-majeure circumstances or turmoils of the economic system;

- 2) For certain Customers who are in the group of heightened risk if there are difficulties with covering their positions in the market.

12.4. NewForex group has the right to enlarge spread for all Customers notifying not less than 7 (seven) calendar days in case of the low market liquidity.

## 13. The transaction volume

13.1. While choosing the parameters for the opening position the Customer selects the volume of the transaction in lots as one of the settings.

13.2. The maximum amount of the transaction for every financial instrument is set according to the type of the Customer's trading account.

## 14. Placing Pending orders

### 14.1. General principles

- 1) A pending order is a definite order to the Dealer to form a market order for the Customer under some condition (order to open or close positions at a certain price) and immediately send it to be processed.
- 2) Pending orders which can be set via a Trading Platform are divided into two main classes: orders allowing to open a transaction in the future and orders allowing to close a transaction. In both cases there are certain conditions necessary for the realisation of pending orders.
- 3) Orders allowing to open a transaction in the future are pending orders of the following types:
  - a) (a) Buy Stop;
  - b) (b) Buy Limit;
  - c) (c) Sell Stop;
  - d) (d) Sell Limit.
- 4) Orders allowing to close a transaction in the future are pending orders of the following types:
  - a) (a) Stop Loss;
  - b) (b) Take Profit.
- 5) Thereby pending orders allowing to open a transaction exist separately whereas orders allowing to close a transaction can exist together with the corresponding transaction.
- 6) Placing of pending orders is available during the whole period of time when the trading for a certain financial instrument is allowed. In case of market conditions different from normal NewForex Group has the right to impose constraints on placing of pending orders.
- 7) All the pending orders have the status GTC (Good till cancel), i.e. they operate until there are conditions for the order or until the Customer cancels it. For orders allowing to open a transaction there might be set the termination time of the pending order when this time comes the order is automatically deleted.

### 14.2. Orders opening a transaction

- 1) To place an order allowing to open a transaction the Customer should form (by means of the Client Terminal) an instruction including the following obligatory parameters:
  - a) The name of the financial instrument;
  - b) The volume of the transaction in lots;
  - c) The type of an order;
  - d) Price level;

- 2) Moreover, there might be some parameters for the pending order:
  - a) Date and time of the pending order termination;
  - b) Stop Loss;
  - c) Take Profit;
  - d) Text commentary.
- 3) The instruction formed by the Customer is checked on the local computer before being sent to the Trading Server and in case of errors in one or several parameters (obligatory or not obligatory) the Customer receives a notification about the error in the text message: «Incorrect S/L or T/P».
- 4) When it gets to the Trading Server the following parameters are checked:
  - a) The distance between the current price and the price level of the order (ref. «Stop&Limit»);
  - b) The maximum amount of pending orders (for some types of accounts);
  - c) The maximum volume (for some types of accounts);
- 5) In case of an error in one of the checked parameters the order might be declined;
- 6) There is a special record in the log-file of the Trading Server about the placing of the pending order if it passes all the verifications and as soon as this record is made the order is considered as placed. Thereby it receives an identification number (ticker).

#### 14.3. Orders closing a transaction

- 1) For any open positions or any set order there might be parameters such as «Stop Loss» and «Take Profit» which in the present Regulations are considered as pending orders closing a transaction.
- 2) «Stop Loss» order — is an obvious instruction to the Dealer to close a transaction at the price worse than the current market price and the order «Take Profit» – is an obvious instruction to the Dealer to close the transaction at the price better than the current market price.
- 3) Pending orders such as «Stop Loss» and «Take Profit» can be placed immediately while opening the transaction within the current market price, placing the pending order or during the whole life period of either the open position or the pending order. During this type pending orders «Stop Loss» and «Take Profit» can be deleted (thereby the transaction itself or the pending order are not deleted).
- 4) The existence of pending orders «Stop Loss» and «Take Profit» is impossible without an open transaction or a placed pending order whereas the existence of an open transaction or a placed pending order without orders «Stop Loss» и «Take Profit» is possible.
- 5) The placing of «Stop Loss» и «Take Profit» is setting the price level when the order must be closed at the price:
  - a) Worse than the current market price («Stop Loss»);
  - b) Better than the current market price («Take Profit»).
- 6) «Stop Loss» and «Take Profit» orders can not be set to the market price closer than «Stop&Limit» distance (ref. «Stop&Limit»).
- 7) Setting the zero value of orders «Stop Loss» and «Take Profit» means the cancellation of these orders.

#### 14.4. Stop&Limit

- 1) Stop&Limit is a distance expressed in points and pending from the current market price inside of which it is impossible to set pending orders of this or that type.
- 2) Under normal market conditions the distance is fixed and as a rule corresponds to the spread volume of this financial instrument.
- 3) In case of the formation of market conditions different from normal the Company retains the right to enlarge the distance of Stop&Limit up to fifteen times (if the other is not pre-conditioned in the specification of financial instruments) in relation to its normal value.
- 4) If the current market price approaches the price level of the pending order (of any type) placed earlier at the distance of Stop&Limit or less, then the deletion of this pending order is prohibited.

- 5) For the correct record of Stop&Limit distance it is necessary to take the following peculiarities into account:
- a) A pending order to buy (Buy Stop or Buy Limit) can not be placed closer than the distance of Stop&Limit pended from the current market price Ask;
  - b) A pending order to sell (Sell Stop or Sell Limit) can not be placed closer than the distance of Stop&Limit pended from the current market price Bid;
  - c) A pending order Stop Loss or Take Profit for positions to buy can not be placed closer than the distance of Stop&Limit pended from the current market price Bid;
  - d) A pending order Stop Loss or Take Profit for positions to sell can not be placed closer than the distance of Stop&Limit pended from the current market price Ask;
  - e) A pending order Stop Loss or Take Profit for the replaced pending order opening the transaction (of any type) can not be placed closer than the distance of Stop&Limit from the price level of the pending order which is being placed.

## 15. Pending order modification and deletion

15.1. A pending order can be modified or deleted until the moment the earlier set pending order of any type triggers or the current market price approaches the price level of the pending order closer than the double distance of Stop&Limit.

- 6) Thereby in relation to the pending orders allowing to open the position the following may be modified:
  - a) The price level of a pending order triggering;
  - b) The price level of Stop Loss and/or Take Profit;
  - c) The termination time of the pending order.
- 7) In relation to pending orders allowing to close the position it is possible only to modify the price level of the pending order triggering.

15.2. For the delition of the pending order allowing to open the position there must be formed a relevant request and for the deletion of the pending order allowing to close the position it is necessary to set the zero value for the price level of pending order triggering.

15.3. The automatic deletion of a pending order. For pending orders allowing to open a transaction with Take Profit parameter the automatic deletion is possible provided that both price levels (the price level of the pending order triggering and the price level of Take Profit) are in the price gap in the market conditions different from normal.

## 16. Pending order execution

16.1. Pending order execution is the formation of the market order directed at actions implied by the pending order (i.e. opening or closing a position).

16.2. According to the type of the pending order the market order is formed and placed in the queue to be processed under the following conditions:

- a) A Buy Stop brings into operation a market order to open positions to buy if the current Ask market price is higher or equals the price level of the pending order;
- b) A Buy Limit brings into operation a market order to open positions to buy if the current Ask market price is lower or equals the price level of the pending order;
- c) A Sell Stop brings into operation a market order to open positions to sell if the current Bid market price is less or equals the price level of the pending order;
- d) A Sell Limit brings into operation a market order to open positions to sell if the current Bid market price is higher or equals the price level of the pending order;
- e) A Stop Loss appointed for positions to buy brings into operation a market order to close positions if the current Bid



market price is lower or equals the price level of the pending order;

- f) A Stop Loss appointed for positions to sell brings into operation a market order to close positions if the current Ask market price is higher or equals the price level of the pending order;
- g) A Take Profit appointed for positions to buy brings into operation a market order to close positions if the current Bid market price is higher or equals the price level of the pending order;
- h) A Take Profit appointed for positions to sell brings into operation a market order to close positions if the current Ask market price is lower or equals the price level of the pending order;

16.3. The market order formed under the relevant condition goes into the queue to be executed and undergoes all the checkouts typical of the open (or close) positions within the current market price.

16.4. Under normal market conditions the market order formed as a pending order is processed at the price of the pending order. If the price level of the pending order is in the price gap exceeding the double spread or pre-conditioned in the specification of the financial instruments Gap Level for this financial instrument, triggering of the market order caused by the pending order set earlier happens at the real market quote conforming to conditions of the pending order execution.

16.5. The order which is the first in the queue goes to be executed by the Dealer and after its execution there is a relevant record in the log-file of the Trading Server which is the irrefutable evidence of the pending order triggering.

## 17. Rollover for the next day

17.1. There is a rollover for the next day when the new day comes during the working week. The end of the day in the trading platform is 20:59 GMT. The calculation and swap assessment (positive or negative) for every open position starts from this moment according to the financial instruments specification.

17.2. On Wednesday night swaps (positive or negative) are assessed at the triple rate.

17.3. For Swap-Free accounts there is not a swap calculation in case of the rollover for the next day.

## 18. Closing a position

18.1. The position opened for any financial instrument can be closed at any time as soon as the trading of this financial instrument is allowed. That is why the result (positive or negative) of the closed position is reflected on the current balance of the Customer's trading account.

18.2. To close the current position by means of the Client Terminal the Customer should form a relevant request with the ticker of the closed position at the moment when the current market price satisfies him/her.

18.3. The request to close the position can be formed in the automatic mode by the Advisor operating on the Customer's side.

18.4. Thereby the positions to buy are closed at the current market price Bid and the positions to sell are closed at the current market price Ask.

18.5. As soon as the Client terminal forms the market order to close a position it is placed in the queue to be processed by the Dealer.

18.6. The order which is the first in the queue is executed first. The dealer checks the correlation of the order price and the current (actual) market price and if they mismatch the Dealer may requote the relevant financial instrument (form requote). The requote of the financial instrument while closing the position is done in the same way as while opening including the adjustment for the formation of market conditions different from normal.

18.7. The processed market order generates the relevant record in the log-file of the Trading Server and as soon as this record appears the position is considered closed.

18.8. The order to close the current market position may be declined by the Dealer in compliance with the rules applied for opening the order. The order to close the current market position will be declined by the Dealer if there is a pending order «Stop Loss» or «Take Profit» for this market position in the processing queue.

## 19. Risk management

### 19.1. Stop out

- 1) In order to control risks NewForex Group is entitled to involuntarily close the Customer's Positions without the Customer's consent or any prior notice if the Equity level on the trading account is lower or equals the Margin Call Level for this type of the trading account from the margin required to support all open positions in compliance with the leverage volume set for this type of the trading account.
- 2) If the current level of funds on the trading account is lower than Stop-Out Level for this type of the trading account from the margin necessary to maintain all open positions in compliance with the leverage volume, NewForex Group starts a forced close of positions forming relevant market orders for it. The formed orders get to the queue to be processed by the Dealer. The first order in the list is processed at the current market price by the Dealer. The transaction closed in this way receives the «Stop out» comment.
- 3) If at the moment of execution of the above described condition the Customer has more than one open position, then the ultimate forced close of the transaction starts with the riskiest positions, i.e. those which have the biggest floating losses.
- 4) NewForex Group does not guarantee the Customer that at the moment of closing the position the balance on the account will be positive.

### 19.2. Customer positions overlap

- 1) NewForex Group is entitled to manage risks connected with the customer positions at its own discretion. NewForex Group has the right to determine the necessity to overlap some customer positions or the composite customer position of the third party counterpart. Thereby the way of risk management and counterparts of NewForex Group are considered as a commercial secret of NewForex Group and are confidential.
- 2) Short-term trades which lead to the formation of brief positions (lasting less than two minutes) and synthetic locks due to the impossibility of their overlap can be declared invalid if there are obvious features of abusive activity. In this case the Customer automatically gets into the category of heightened risk.
- 3) To the factors of heightened risk relate short-term trades lasting more than two minutes if there are features of obvious abusive activity. In particular, if more than 10% of trades on the trading account have a short-term character (i.e. their duration is less than two minutes), then certain trades which last up to five minutes should be considered invalid as well.

## 20. Communication

20.1 NewForex Group has the right to use all modern communication systems to get in touch with the Customer including the inter-office mail of the Trading Platform, electronic and electric communication systems as well as paper mail. Thus, data which the Customer provided during the registration of the trading account is used as requisites.

20.2. The Customer must inform NewForex Group within a reasonable time frame about all the changes of the contact information. The company does not carry responsibility if the impossibility to get in touch with the Customer caused damage or losses (direct or implicit).

20.3. Irrespective of the up-to-dateness of the contact information left by the Customer any correspondence is considered as received by the Customer:

- a) In an hour after the e-mail is sent to the Customer;
- b) Immediately after sending the e-mail via inter-office mail of the Trading platform;
- c) Immediately after the telephone conversation;
- d) In seven days after sending a letter by post;
- e) In 1 (one) hour after posting the announcement on the corporate site of NewForex Group.

20.4. For mass notification NewForex Group is entitled to use mailout in the inter-office mail of the Trading Platform or publication on the corporate site.

20.5. Daily and monthly reports about all trading and nontrading operations performed on the Customer's account are considered as regular correspondence.

20.6. The Customer has the right to use the mentioned above communication systems to contact NewForex Group. Thereby, the following should be taken into account:

- a) Information about the state of the Customer's trading account or performance of any transactions on the Customer's trading account is possible only after the Customer's authorisation using a phone password;
- b) The telephone may be used to give instructions to the Dealer provided that it is impossible to make the relevant instruction by means of the Client Terminal;
- c) All the conversations of the Customer with any member of NewForex Group can be recorded using any means. These records belong to NewForex Group and may be used as an evidence of the instructions given by the Customer;
- d) NewForex Group is entitled to act on behalf of the Customer in case of receiving oral or written instructions given by the Customer in compliance to the enumerated above requirements without additional mutual approval;
- e) The instructions (orders) connected with the performance of transactions (opening, closing, modification of positions, placing or deleting pending orders) by means of those types of connection which do not provide or guarantee an online conversation between the Customer and NewForex Group (i.e. can not provide or guarantee an immediate response of any party).

## 21. Information support

21.1. Macroeconomic news transmitted via the Client Terminal is the property of the rightholder and those who have relevant licences.

21.2. In compliance with the private licence NewForex group provides the Customer a non-exclusive right to use macroeconomic news transmitted through the Client Terminal. That means that the Customer does not have the right to copy (by any means), replicate, distribute, publish or convey the information to any person in any form.

21.3. Any commercial usage of the information is prohibited except for making trading decisions on the ground of this information.

## 22. The order of termination of obligations

22.1. The obligations of the present Regulations operate indefinite time. The obligations terminate if:

- a) The Customer makes a decision to cease the interaction with NewForex Group at his/her own discretion;
- b) NewForex Group makes a decision to stop servicing the Customer because of the violation of the present Regulations.

22.2. If the Customer makes a decision to terminate the interaction with NewForex Group, he/she must inform about it by any convenient way. Thereby NewForex Group terminates servicing the Customer's trading account and infoware.

22.3. The violation of the present Regulations might be the ground for the warning of the Customer or for the termination of the trading account servicing.

22.4. Warning the Customer NewForex Group is obliged to follow up the procedure:

- a) NewForex Group informs the Customer by means of one or several communication links described in the section «Communication» of the present Regulations about the violation of the present Regulations from the Customer's side and has the right to give a recommendation.
- b) The Customer is not obliged to reply to the warning;
- c) NewForex Group is entitled to consider the next violation of the present Regulations by the Customer as a relapse irrespective of whether the Customer replied to the warning or not.

22.5. Terminating the service of the Customer's trading account NewForex Group is obliged to follow the procedure:

- a) Irrespective of any warnings (if any) addressed to the Customer before, NewForex Group indicates the violation of the present Regulations by the Customer and informs that due to this fact it is decided to terminate servicing the trading account;
- b) As soon as the Customer receives the notification (ref. to «Communication») NewForex Group is entitled not to open any positions on the Customer's account at the current market price and not to take any pending orders;
- c) During 30 (thirty) calendar days from the receipt of the notification by the Customer he/she has the right to close all (current) positions without impediment at his/her own discretion but at the end of this period NewForex Group forcedly closes all the positions;
- d) During 60 (sixty) calendar days from the receipt of the notification by the Customer he/she has the right to withdraw funds from the trading deposit but at the end of this period NewForex Group terminates completely servicing this account including any trading or nontrading operations;
- e) NewForex Group is entitled to require notarised copies of documents indentifying the individual and the address as well as a notarised receipt with an obligation from the Customer's side not to make any agreements with NewForex Group in the future;
- f) In case of any signs of the Customer's criminal offence, NewForex Group has the right to address the law enforcement authority of the country the resident of which the Customer is and transfer all the materias available.

## 23. Amendments and additions

23.1. NewForex Group has the right to make changes and additions in the present Regulations. If there is a legal (legislative) norm that requires to make appropriate changes and additions, NewForex Group not only makes changes and additions, but also fulfills requirements of this legal (legislative) norm. It equally concerns cases which are not described expressly or implicitly in the current edition of the present Regulations.

23.2. Algorithm of making amendments and additions:

If there are changes and /or additions, NewForex Group informs the Customers about it by ad placements on the official site and by inter-office mail.

The placement of corresponding declaration on NewForex Group site and mailout via inter-office mail is identic to the notification of the Customer about the changes and/or additions, irrespective of whether the Customer has read and acknowledged the corresponding text or ignored it.

The Customer agrees to make a decision about how often to check the emails from NewForex Group at his/her own discretion and within the Customer's complete personal responsibility.

The changed and/or supplemented document becomes valid upon the expiry of 5 full astronomical days (120 hours) from the moment when the announcement has been published on the site of the company but before this period it has fact-finding (non-regulatory) character. During the indicated period the Customer, who has already registered and opened an account, has a possibility to decide at his/her own discretion within the Customer's full (sole) responsibility whether to continue using NewForex Group service or not. If he/she does not agree with the changes in the document, the Customer should get in touch with NewForex Group at once by any convenient way and declare the refusal from the further usage of NewForex Group service. If this refusal is not received from the Customer then once this period expires, it means that the Customer agrees with all the changes. In this case both the Customer and NewForex Group receive all rights and take all responsibilities that are conditioned by the new version of the document.

All the changes and/or supplemented additions of the document cover immediately all the accounts that were registered as soon as the corresponding news is published on NewForex Group site (irrespective of whether the owner has other accounts registered before). It means that this document is compulsory and is in full force and effect to the accounts which were registered after the publication of the changed document.

If the legislation introduces a norm that requires appropriate changes and/or additions in the present Regulations, the legislative norm will be fulfilled immediately as soon as the normative act comes into legal force irrespective of the fact whether the required change and/or addition is made or not. The conditions of the present Regulations that contradict the norm which has been introduced lose their force until the introduction of relevant changes and/or additions in the declared document.

## **24. Agreement with the conditions of the present document by the Customer**

24.1. The Customer, who uses information, any servers or services of NewForex to receive data (including services or infoware set by this particular document), software and/or hardware means including authorized access to software allowing to conduct professional activity according to the preferences of the Customer, has read and understood, fully accepts to the fullest extent the conditions of the present Regulations of Transactions and in case of the further registration (passing a full, two-step registration on the site newforex.com) with all the conditions and points of other documents included in the Public documents package of NewForex Group.

24.2. The Customer, who uses information and informational services of NewForex, agrees with all the conditions (points and sections) of the present Regulations. If the Customer does not agree, he/she assumes the obligation to cease using information and informational services of NewForex Group.