General Business Terms

(www.avfxcapital.com)

Following these General Business Terms and Provisions: Please vide in details

A. Conditions of Providing Quotes
B. Modifications
C. Identification & Documentation
D. Suspicious Operations.
E. Trading Transactions
F. Client's Requests and Orders
G. Open a Position
H. Close a Position
I. Stop Out
J. Orders
K. Execution of Orders
L. Solutions to Disputable Situations
M. Procedures of Resolutions of Disputable Situations
N. Interpretation of Terms

General Requirement & Provisions

A. Conditions of Providing Quotes

Ensure that the terms for providing quotations depend on the types of account that the client is using such as:

(a) **For Inter bank Accounts:**

However the company recalculates quotations on all traded instruments in real time on the basis of market conditions and flowing prices or liquidity obtained from liquidity providers and sometimes provides the client with these quotations as market snapshots and photos;

Make sure that, all quotes and quotations that the client receives through the client terminal are indicative and represent the best available bid price in the market and the best available ask price in the market obtained from liquidity providers;

The client recognizes the following:

a.   However the company is enabled to refuse to make available to the client those quotations that have not changed since the previous market snapshot;

b.   The client may not receive through the client terminal all the quotations that have occurred in the quote stream in the period between market snapshots and photos.

(b) **For Liquidity Provider Accounts:**

All quotations will be published on the company's official web site i.e, www.avfxcapital.com are indicative;

i.   Quotes are may be differ from the price of the underlying asset, if the underlying market has been closed,
ii.   Quotations are provided by the company reflect the assumed price of the original asset;
iii. The company is establishes a spread and or trading commission for each instrument in the contract specifications.
iv.   The spreads shown on the company's website are standard (average) spreads[1]. The size of the standard spread may increase or decrease depending on market volatility.

> *NOTE: Real-time spread may be found on the trading platforms or terminals only.*
>
> *clients who prefer to execute trading operations with financial instruments with a fixed Spread may do so upon accepting the required trading conditions presented on the company's official website.*
>
> *The company shall be permitted to change the amount of the spread and or trading commission without prior written notification only to the* **client;**

(c) In the case of unplanned interruption to the quote stream from the server caused by hardware or software breakdown, the company shall be entitled to synchronize the quotation base on the server serving trading clients using other sources;

(d) This may serve as sources of this type such as another trading or training server or any other quotation sources.

(e) In case any dispute arises in relation to interruption to the quote stream, all decisions will be taken in accordance with the synchronized quotation base.

B. Modifications

•   Resolve of any adjustment or amendment of the size, value and or number of the transaction And or of the level and size of any order shall be at the company's absolute discretion and shall be conclusive and binding upon the client.

•   Pointed information is posted at company web-site and client terminal. Client terminal information is applicable if posted at company web-site information contradicts to posted in client terminal information.

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

C. Identification & Documentation

(a) Verification of the client's identity is made in order to prevent any unauthorized access to the client's account and is held by verification of the fact that the operations are made exactly by the client.

(b)   During registration of trading account the client must provide the company with correct and true information for identification in accordance with the company's requirements and hereinafter referred to as the "identification data". The Client shall inform the company about changes in identification data in proper time.

(c)   Personal data which shall be verified represents such as :

- ID or passport details and
- Registration address, ☐   Email address, ☐
           Phone number etc.

(d)   Passport details and address are being verified by the provided documents. For address confirmation required such as:

- Utility bill,
- Telephone bill,
- Electricity bill can be provided.
- Telephone number is verified by sending SMS with code or by call of the company's employees. ☐
           Email address is verified by sending email to it with verification code.

(e) The list of non-trading operations for which verification procedure is demanded:

- Withdrawal requests, ☐   Leverage change,
- Change of Access Data etc.

(f) Means of the client verification (security types) are:

- By E-mail,
- By SMS,

(g)   E-mail security type represents sending by the company to the clients email, pointed out during the registration, a verification code which should be entered on the company website for processing of non-trading operation which demanded verification.

(h)   SMS (Short Message Service) security type represents sending by the company to the clients telephone, pointed out during the registration, a verification code which should be entered on the company website for processing of non-trading operation which demanded verification.

(i) However, the client may choose the security type during the registration process.

(j) If the security type may be changed if the information provided by the client during registration fully matches that contained in the documents provided by the client at the company's request. If the client changes the security type, withdrawal of funds can be made only after 3 working days from the moment of changing security type.

(k)   Ensure that the company shall reserve the right to suspend execution of non-trading operations if the client's Identification data find incorrect or invalid as well as the client does not send the requested documents.

(l) In case of the client misses or loses the main password and e-mail specified at registration, account will be closed after a complete check and the funds will be withdrawn proportionally to the account (s) they were deposited from.

(m)   In order to identify the client, the company has the right to request at any time after a trading account is registered:

For an Individual: a document proving his or her identity;

For a Legal Entity: however the company's founding documents and documents authenticating the company's status.

D. Suspicious Operations

You need to make sure with the following reasons:

(a) The Company shall always monitor execution of these "General Business Terms" and be obliged to investigate doubtful operations of the client by stopping such operations for necessary time.

(b) In case of investigation of doubtful operations of the client, the company shall be obliged to demand the documents which are necessary for investigation from the Client.

(c) Keep an eye on the doubtful operations signs are :

- Execution of a great number of transfers in the absence of operations on the trading account;

- Execution of operations devoid of apparent economic sense or other apparent purpose bearing the legal nature;

- The client's denial of delivery of personal information for identification purposes or impossibility to prove the client's identity;

- Repeated attempts to execute non-trading transactions for benefit of third parties;

- Forgery of the documents given by the client, mismatch of documents, provided in different time periods and represent falsely oneself to be another person.

- The provided signs of improbability of non-trading operations shall not be complete. A transaction can be found doubtful by specialists of the Company as a result of complex analysis and concomitants.

(e) The Company has always the right to cancel questionable operations by the client and or block all his trading accounts as well as trading accounts of clients involved in the conducting of these operations. In this case the funds of the client shall be withdrawn by any method convenient for the company.

E. Trading Transactions

Following General Provisions of trading transactions:

- The client terminal provides the facility to operate Inter Bank Accounts (ECN), and open Market maker Accounts.

- Buy orders known as Long positions are made at the "Ask Price". Sell orders known as Short positions are made at the Bid price.

- You need to know that the spread is not a fixed value, its size is determined depending on the market situation. The average spreads are shown in the contract specification on the company's website. Spread and or trading commission of instruments may vary between account types and the clients must ensure that they understand the relevant information as set out in the contract specification on the company's website.

- The following types of execution are used in carrying out trades:

  - Immediate and instant execution and market execution.
  - The type of process used for each instrument is shown in the contract specification.

- The main mean of issue of the client's requests and instructions shall be the client terminal. The client shall have the right to use the service of instruction transmissions through the operator by phone only in case of impossibility of use of the client terminal.

F. Client's Requests and Orders

(a) Ensure that the company is entitled to refuse a client's order ant time or instruction relating to a market maker account if:

- The client's instruction has not been given during the time that the quotation is valid, in the case of receipt of a quotation through the client terminal or by telephone;

- The client's instruction has not been received by the company,

  - in case the telephone conversation
  - or Internet connection is interrupted through circumstances independent of the Company;

- The quotation provided is an noticeable error;

- The quotation is not a market quotation;

- The size of the trade is less than the minimum size indicated in the contract specification;

- The circumstances of force majeure indicated in the client agreement have arisen;

However when the position is opened, the amount of free margin is less than the amount of initial margin required in relation to the specific position;

There is no possibility to confirm the price of the financial instrument. In this case, the client can see the following errors like "Invalid prices", "off quotes", etc.

- If there is company equipment maintenance;

- Moreover if the client has been recognized as insolvent;

- In relation to hedged positions, when there is a request for the long or short position to be closed and the amount of free margin will be less than the amount of margin required to sustain the oppositely directed open position open.

For the avoidance of doubt, when the long or short position of an instrument is of a bigger size than the oppositely directed position of the same instrument on the other side, this rule shall apply in respect of the transaction size that constitutes a hedged position.

(b) The company is allowed to refuse a client's request or instruction relating to Interbank Accounts in the cases indicated in the above of this "General Business Terms", and also in those cases where the company is unable to hedge the transaction with the assistance of a liquidity provider or when the liquidity provider declines to perform the transaction.

(c) It is make sure that In case of cancellation of a transaction previously carried out or a change in price by a liquidity provider, these changes shall take place in the client's trading account.

(d) The client is insolvent, if he/she:

- The client does not achieve the duties specified in the "Client Agreement" and annexes to it already;
- The client does not observe margin conditions and requirements;
- Has been declared the bankrupt or insolvent;

(e) In the case of the client's insolvency company without the prior written notification can do close all or any open positions at current market prices;

(f) Write off from client's trading account the amount that the client owes the company; close any trading account of the client.

- Refusal or rejection of a client's request or instruction is accompanied by a corresponding message on the client terminal.

- In exceptional cases, if the company despite the cases as described in this "General Business Terms", can decide to execute client's order.

- Moreover, in cases when expert advisor sends great number of economically unreasonable orders including and going beyond numerous tries of trading operation execution with lack of free margin the company has always a right to disable electronic advisors work till the moment of client error correction in electronic advisor software.

G. Open a Position

(a) Make sure in order to give an instruction to open a position the client shall specify the quoted instrument and volume of transaction.

(b) There is opening transaction volume is calculated by using the following formulas:

- If CFD on currency pair tool is used as:

  Opening transaction volume = volume in MT lots x Contract Amount x Margin Currency to USD Exchange Rate;

- On the other way, if CFD on futures tool is used as
  Opening Transaction Volume = Volume in MT lots x Initial Margin Amount x margin currency to USD Exchange Rate.

(c) However Margin currency is:

- In case of CFD tool, first currency in the pair;
- In case of CFD on futures, currency of the instrument price.

(d) Instrument quoted through instant execution technology:

To open a position via the client terminal the client must click on the "Buy" or "Sell" button at the moment when the streaming prices are suitable to him;

If the current quoted price for the instrument has changed whilst processing of the client's instruction relating to market maker accounts has been in progress, the company offers a new price or refuses execution. In this case the requote window will appear, or the "Invalid Price" error message. If the client wishes to open a position at the newly offered price, he must reply "OK" within 3 seconds. In this case, the instruction is sent to the server again and passes through all the stages and checks a fresh.

If the client does not make the decision to carry out the transaction at the new price within the three seconds, the request to perform the transaction is not accepted.

(e) Instruments quoted through market execution technology:

To open a position that means of the client terminal there are two types the client must click on the

1) "Buy by Market" or

2) "Sell by Market" button.

The client's instruction to open a position may be executed at a price which differs from the quoted price that the client received in the client terminal during the last market snapshot in the following cases:

- If the current quotation has changed since the time of the last market snapshot;

- If the quotation from the last market snapshot applies to a smaller trade volume than the client's trade volume;

- If the liquidity provider has executed the transaction at this price.

- In any event, the client's instruction is executed at the best available price from the company's liquidity providers;

It is ensure that once the server has received the client's instruction to open a position, it will be automatically opened if the free margin is sufficient to open the position based on the margin requirements in effect at the time a position is opened for a specific financial instrument;

- A new position is credited to the list of open positions;

- There is new "Margin" for the increasing client's position, including imputed new position, is calculated at
the current market prices at the moment of verification;

- All floating profits or losses for all open positions, including the imputed new position, are calculated at the current market prices;

The new "Free Margin" is calculated as follows:

- Make sure if "Free Margin" is more or equal to 0(zero) and the total client position including imputed new position does not exceed present limits specified for this type of account. Then the position is opened. The process of opening the position is followed by the relevant record in the server log-file;

- If "Free Margin" is less than 0 (zero), then the company has the right to decline the instruction to open the position;

- If opening a uncertainly added position with the current spread value will result in a Margin Call or negative equity value, the position will not be opened. The company has the right to prohibit the opening of new positions for a certain financial instrument for an indefinite period of time without the client's prior notice. There is an instruction to open a position shall be considered executed and the position shall be deemed open once the relevant record appears in the server.

H. Close a Position

(a) In order to give an instruction to close a position, the client shall specify the ticker and the volume of transaction.

(b) Instruments quoted in the "instant execution mode":

In order to close a position via the client terminal the client shall press the "close" button at the moment when the client is satisfied with the quote in the quotes flow;

(c) Instruments quoted through "market execution technology":

To close a position by means of the client terminal the client must click on the "close" button;

The client's instruction to close a position may be executed at a price which differs from the quoted price that the client received in the client terminal during the last market snapshot in the following cases:

- In case of the current quotation has changed since the time of the last market snapshot;

- In case of the quotation from the last market snapshot applies to a smaller trade volume than the client's trade volume;

- In case of the liquidity provider has executed the transaction at this price.

(d) However in all cases, the client's instruction will be executed at the best available price from the company's liquidity providers.

(e) The position is deemed closed once the relevant record appears in the server as well.

I. Stop Out

(f) In case of the company has the right to forcibly close the client's positions if the stop out level of margin is reached or there is negative equity.

(g) In order to say, if the client has several open positions, the first position which has to be placed in the queue in order to be closed by compulsory is the one with the highest floating loss.

(h) If a stop out execution has resulted in the negative equity of the client's trading account it will be remunerated so as to bring equity to (zero) 0 USD.

J. Orders

(a) There are following types of order in trading platform.

In order to open a position the following orders may be used:

- The term "Buy Limit" – This is an order to open a Long Position at the price lower than the price at the moment of placing the order;

- The term "Buy Stop" – This is an order to open a Long Position at the price higher than the price at the moment of placing the order;

- The term "Buy Stop Limit" is a type of order that combines the first two types:

  o It is a Stop order to place a "Buy Limit" order. As soon as the future "Ask" price reaches the value specified in the order, a "Buy Limit" order will be issued at the level specified in the order.
  o Moreover, the current price is less than the price that, when reached, will cause a pending order to be placed;

- The term "Sell Limit" – This an order to open a Short Position at the price higher than the price at the moment of placing the order;

- The term "Sell Stop" – This is an order to open a Short Position at the price lower than the price at the moment of placing the order;

- The term "Sell Stop Limit" is a Stop order to place a "Sell Limit" order. As soon as the future "Bid" price reaches the value specified in this order, a "Sell Limit" order will be issued at the level specified in the order. Moreover, the current price is greater than the price that, when reached, will cause a pending order to be placed, but the price of the pending order will be greater than the trigger price.

- In order to close a position the following orders may be used:

    o The term "Stop Loss" – this is an order to close a previously opened position at the price less profitable for the client than the price at the moment of placing the order;

    o The term "Take Profit" –this is an order to close a previously opened position at the price more profitable for the client than the price at the moment of placing the order.

(b) Look at the placement and time of orders.

- Ensure that the client may place, modify or delete orders only within trading hours for the relevant instrument.

- The trading hours for each instrument are indicated in the contract specifications;

- Pending orders on the instruments, which are traded 24 x 7 hours a day, have GTC (Good Till Cancelled) status. The expiry date and time can be set by the client in the "Expiry" field;

- Pending orders on the instruments, which are not traded 24 hours a day, have "Day Order" status and will be deleted at the end of a trading session;

- Stop Loss and Take Profit for all instruments have GTC(Good Till Cancelled) status;

- In order to give an instruction to place a pending order, the client shall specify the following required parameters such as a) instrument, b) transaction size, c) order type and e) order level. In addition the client may indicate the following optional parameters such as a) level of "Stop Loss", b) level of "Take profit", c) date and time when the pending order expires;

- The instruction will be declined if any of the required parameters is not specified or is incorrect, any of the optional parameters is incorrect;

- If the client gives an instruction to place "Stop Loss" or "Take Profit", the following information must be specified such as a) ticker of the open position, b) level of the "Stop Loss" and c) level of the "Take Profit".

(c) Moreover, while giving an instruction to place "Stop Loss" and or "Take Profit" orders on opened position or pending order, the difference in pips between the 1) "Stop Loss", 2) "Take Profit" or 3) the pending order level and the current market price must not be less than the "Limit & Stop Levels" parameter indicated for each instrument in the contract specifications, and the following conditions must be seen:

- with the "Stop Loss" order on the Short Position the current market price is the ask price and the order must not be placed lower than the ask price plus the "Limit & Stop Levels" parameter indicated for this instrument;

- with the "Take Profit" order on the Short Position the current market price is the ask price and the order must not be placed higher than the Ask price minus the "Limit & Stop Levels" parameter set for this instrument;

- with the "Stop Loss" order on the Long Position the current market price is the bid price and the order must not be placed higher than the Bid price minus the "Limit & Stop Levels" parameter set for this instrument;

- with the "Take Profit" order on the Long Position the current market price is the Bid price and the order must not be placed lower than the Bid price plus the "Limit & Stop Levels" parameter set for this instrument;

- with the "Buy Limit" order the current market price is the Ask price and the order must not be placed higher than the Ask price minus the "Limit & Stop Levels" parameter set for this instrument;

- with the "Buy Stop" order the current market price is the Ask price and the order must not be placed lower than the Ask price plus the "Limit & Stop Levels" parameter set for this instrument;

- with the "Sell Limit" order the current market price is the Bid price and the order must not be placed lower than the Bid price plus the "Limit & Stop Levels" parameter set for this instrument;

- with the "Sell Stop" order the current market price is the Bid price and the order must not be placed higher than the bid price minus the "Limit & Stop Levels" parameter set for this instrument.

(d) An order is deemed placed once the relevant record appears in the server side.

(e) An instruction to place an order will be declined by the company if it precedes the first quote on the market opening.

(i) Make sure if the client gives an instruction to modify pending order parameters, the client shall specify the following:

a) Ticker,
b) Pending order level,
c) Level of "Stop Loss",
d) Level of "Take Profit".

If any of the indicated information is incorrect and the orders are placed or modified or may be deleted through the client terminal without using an Advisor, the instruction will be declined and the "modify" button will remain inactive automatically.

(j)   If the client gives an instruction to modify "Stop Loss" and "Take Profit" orders on the open position the client shall specify ticker, level of "Stop Loss", level of "Take Profit". If any of the indicated information is incorrect and the orders are placed or modified or deleted via the client terminal without using an advisor, the instruction will be declined and the "modify " button will remain inactive.

(k)   Make sure when the client gives an instruction to delete a pending order, the client shall specify its ticker. An instruction to modify or delete an order is considered executed and the order is deemed modified or deleted once the relevant record appears in the server.

(l)   The company has the right to deny order modification in case set price of "Stop Loss" or "Take profit" that implies current price automatic execution at the moment of the alteration.

(m)   The company is also always entitled to refuse to open or to modify pending orders if the order Stop Loss is nearer to the opening price than the distance of the average spread.

(n)   This is to ensure that the company has a right to use market price when executes these things such as take profit, stop loss, buy limit, sell limit, buy stop and sell stop orders. With this "Take Profit", "Buy Limit", "Sell Limit" orders slippage in favor of a client, Stop Loss, Buy Stop, Sell Stop orders slippage at a loss of a client.

K. Execution of Orders

(a) The execution of orders is placed in the queue in order to be executed in the following cases:

- The term "Take Profit" on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the order level;

- The term "Stop Loss" on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the order level;

- The term "Take Profit" on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the order level;

- The term "Stop Loss" on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the order level;

- The term "Buy Limit" is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the order level;

- The term "Sell Limit" is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the order level;

- The term "Buy Stop" is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the order level;

- The term "Sell Stop" is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the order level.

However the company will attempt to execute limit orders at the limit price requested by the client. However the company may not be able to execute any of the limit orders for reasons including without limitation

      (i) If there is not enough volume in the underlying market,

      (ii)   If the order exceeds the company's risk management limits as set and amended by the company from time to time based on market conditions and other relevant factors,

      (iii)   If the bid or ask (whichever relevant to your limit order is not at the required level i.e. if the order is to sell then the bid level must reach your limit price, if the order is to buy, the ask price must reach the limit price.

(b) Order of activation for market maker accounts on the server takes few seconds only. Look at the following points:

●   When the order price falls into a price gap on market opening or in abnormal market conditions, the order will be executed by the first available price on the market at the moment that activation of the order ends;

●   More so the following rule operates for orders that fall in a gap on certain currency pairs as shown in the contract specifications section on the company's website (www.avfxcapital.com):

      ○ If the order is executed in market conditions different from normal i.e., under conditions of low liquidity),

      ○ Or if the price specified in the pending order falls into the gap and the difference as absolute value in pips between the first market quote after the gap and the price of the order is equal to or exceeds a certain number of pips gap level for a particular instrument.

●   However, such an order as mentioned in either i) or ii) as above, will be executed at the first market quote that follows the gap. In all remaining cases the order execution price will correspond to the price specified in the order.

●   "Buy Stop", "Sell Stop" and "Stop Loss" orders may be executed at a level worse than that specified by the client; and "Buy Limit", "Sell Limit" and "Take Profit" orders may be executed at a level better than that specified by the client.

(c) In order to the processing time for clients' requests and instructions in relation to interbank accounts is not regulated by the company and that is depends only on the liquidity providers to whom the client's requests and instructions are redirected as well.

●   In order to the conditions where there is insufficient liquidity, or when the liquidity provider refuses to execute the order at the specified volume using market execution, it becomes impossible to execute market orders to open positions fully and partial execution of the order occurs, that is, opening of the position only up to the available market volume or volume offered by the liquidity provider and for the remainder of the volume a cancelled order is created;

●   In order to the conditions of insufficient liquidity, or when the liquidity provider refuses to execute the order at the specified volume using market execution, it becomes impossible to execute market orders to close positions fully and partial execution of the order occurs, that is, reduction of the open position only by the

available market volume or volume offered by the liquidity provider and the creation of a closed position for this volume;

● In order to the conditions of insufficient liquidity, or when the liquidity provider refuses to execute the order at the specified volume using market execution, execution of orders in full volume for "Buy Stop", "Buy Limit", "Sell Stop" and "Sell Limit" orders becomes impossible. In this case partial execution of orders is carried out by opening positions for the volume available from the liquidity provider, but for the remaining volume a new pending order of the same type is created;

● In order to the conditions of insufficient liquidity, or when the liquidity provider refuses to execute the order at the specified volume using market execution, execution of orders in full volume for "Stop Loss" and "Take Profit" orders becomes impossible. In this case partial execution of orders is carried out by closing positions by the available market volume or volume available from the liquidity provider, but for the remaining volume a new open position is created.

L. Solutions to Disputable Situations

(a) The client has the right to lodge a complaint if any disputable situation arises.

(b) Lodging of complaint, that are required to open, close or activation of pending orders, is possible during 3 hours from the moment of event, that was a matter for the complaint lodgment. Lodging of complaint after the above mentioned period entails substitution execution or trading operation for monetary compensation.

(c) To file any complaint the client should complete a standard form (the sample of the form is contained in the appropriate section of the Personal Area). A new complaint is assigned with a unique number (TID) and further communication with a client is carried with the use of this unique number.

(d) Lodging of complaint is available in any matter of communication provided of the client agreement document. (e) The company confirms received client's complaint vie e-mail within 5 (days) from the moment of a complaint receiving. The company shall investigate and settle the client's complaint within 20 (twenty) days from the moment of receiving of the complaint.

(f) A complaint shall include: name and surname of the client (or company name if the client is a legal entity); client's login in the trading platform; date and time in the trading platform time zone; tickers of all disputable positions and or pending orders; description of the disputable situation.

(g) The complaint must not include: offensive language, swear words, affective appraisal of the disputable situation.

(h) The server data, database and server log-file are the main information source in the case of any complaints. If the server data, database and server log-file have not recorded the relevant information the client refers to, the argument based on this reference may not be considered.

(i) The maximum term of providing documents by the client, that can affect on settlement of the disputable situation, is the eighteenth business day, that is after the day of sending the complaint.

(j) Any references to the quotes of other companies are not qualified and will not be considered.

(k) The complaints are not accepted:

- Unexecuted requests which are given by the client during technical works on server;

- In respect of deals made by the client using temporary excess free margin on the trading account gained as a result of a profitable position cancelled by the company afterwards and subject to termination;

- In respect of the difference in the prices for the contract for difference in the trading platform and for the underlying asset of the contract for difference;

- In the case where the client breaches the terms of the present section.

(l) The company resolves all disputable cases by elimination of complaint reasons, including reopening erroneously closed positions.

(m) The company takes the obligation to compensate arisen thereby losses in the case of impossibility of re-establishing procedure, but no more than double size of its real volume.

(n) Losses shall not be compensated to the client in the case when occurred before the disputable case, stated in the complaint.

M. Procedures of Resolutions of Disputable Situations

(a) Change and placement of pending order.

- Pending orders are considered to be erroneously placed or modified in the following cases:

  i.   If transactions are made before market opening;
  ii.   In case of wrong quotes;
  iii. In case of failure in the trading platform.

- In these cases a pending order or open positions due to execution of a pending order shall be deleted;

- No complaints are accepted if the client is not able to place a pending order or modify the levels of pending order or the company does not execute the instruction of the client to modify or place an order due to poor connection on the part of the Client or server, as well as the claims specified in clause "a";

- While the dispute remains opened, the company has the right to trigger the pending order in the chronological order in which they would have been triggered if the client's instruction would have been executed at the time it was received by the Server;

- The Client's claims regarding impossibility of execution of transactions during resolution of the disputes are not accepted;

- After the company makes a decision on the dispute, the client will be informed about it.

(b) Open and close a position.

● When the client could not open or close a position or the company could not execute the client's instruction to open or close a position, the client's claims will not be considered in the following cases:

1. Poor connection on the part of the client or the server;
2. Error in a quote;
3. Transactions were made before market opening; 4. Failure in the trading platform or software of the server.

● After the company makes a decision on the dispute, the client will be informed about it;

● If the client's account doesn't have enough funds for a transaction execution or the limit on overall number of transactions (order placements, position opening) for this type of the account is exceeded, the client's claims about impossibility to open a position are not accepted;

● The client's position can be deleted if the instruction to open a position is received before market opening or has been executed at the price of the day before today or in case of erroneous quote;

● In case of erroneous deletion of positions, the company shall be entitled to make a decision on the further resolution of the issue on this position: either recovery of the position or payment of an indemnification to the client;

● The client's claims regarding impossibility of execution of transactions during resolution of the dispute are not accepted.

N. Interpretation of Terms

In these "General Business Terms" shall have the meaning given in the client agreement.
In the absence of a definition in the client agreement, then the terms shall have the meaning below:

The term **"Account History"** shall mean all completed transactions and depositing or withdrawal operations on the trading account.

The term **"Account type"** shall mean account type conditions. The list of possible account types offered by the company can be found on the trading conditions page on www.avfxcapital.com. Account type is chosen during the registration of trading account and cannot be changed afterwards. Some account types may only be available to a specific group of clients.

The term **"Agent link"** shall mean a special URL link by using which new clients are attracted. After completing of registration a customer becomes the company's client and agent start receiving of commission by the named in the "Partnership Agreement" formula.

The term **"Ask"** shall mean the higher price in a Quote at which the price the client may buy.

The term **"Auto referral activity"** shall mean when Introducing broker gets commissions from trading operations carried on trading accounts by direct or circumstantial evidence controlled by the "Introducing Broker".

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

The term **"Basic market"** shall mean the market on which basic asset for CFD is traded.

The term **"Bid"** shall mean the lower price in a Quote at which the Client may sell.

The term **"Buy Limit"** has the value, specified in the "General Business Terms" in section orders.

The term **"Buy stop"** has the value, specified in the "General Business Terms" in section orders.

The term **"Chart"** shall mean the Quotes Flow in the form of a chart. For the period relevant for a Bar/Candle:

1. Bar or candle high is the highest bid,

2. Bar or candle low is the lowest bid,

3. Bar or candle close price is the last bid,

4. Bar or candle open price is the first bid.

The term **"Company's account"** shall mean bank and/or digital account of the Company as well as the Company's account in processing center.

The term **"Controversial situation"** shall mean:

1)   a situation when the Client considers that the Company as a result of the actions or inactivity has broken one or several provisions of the Client's agreement and it's appendices.

2)   a situation when the Company considers that the Client as a result of the actions or inactivity has broken one or several positions of the Client's agreement and appendices to it;

3)   a situation when a trading operation was made by the Client under non- market quotation, or to the first quotation at market opening, or under the quotation received by the Client in the issue of the Company's appreciable error or failure in the software of a trading platform.

The term **"Day Order"** shall mean a Pending Order which is automatically deleted at the end of the trading session.

The term **"Electronic payment system"** shall mean a combination of procedures and connected with them computer networks and software, used to perform financial transactions and mutual settlements between the participants of the system. In the system transactions are conducted using bank cards, e-money and cash.

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

1. Releases of main macroeconomic indicators on global economies, which have great impact on the financial market;

2. Central banks decisions on interest rates;

3. Press conferences and speeches of the central banks heads, heads of state, financial ministers and other significant announcements;

4. Interventions;

5. Terror attacks;

6. Natural disasters or other Acts of God which cause the announcement of the state of emergency (or other restrictive measures) on the affected territories;

7. War or any other military actions;

8. Political force majeure: dismissal or appointment (including election results) of the government executives;

9. Any other similar events which influence price movements. The above list is not exhaustive.

The term **"Flat market"** shall mean market condition when quotes are received by a terminal rarely for an extended period then during normal market conditions. As a rule, such market conditions is typical for Christmas holidays, national or gazetted holidays in the G7 countries.

The term **"Full Complete transaction"** shall mean transaction which consists of two counter deals with the same size/volume (opening position and closing position): the purchase and subsequent sale or sale and subsequent purchase.

The term **"GTC (Good Till Canceled)"** shall mean an order, that has force till a client will send an instruction to cancel the order.

The term **"Hedged Positions"** shall mean long and short positions of the same size and instrument, opened on the trading account.

The term **"Instant Execution"** shall mean an execution mechanism when a client sees a real-time stream of quotations of the company, thus a client may proceed with desired transactions.

The term **"Instruction to transfer funds to another trading account"** shall mean notice transmitted through the Personal area from the company's web-site with the purpose of charge-off of funds from the client's trading account to other trading account registered in the company.

The term **"Limit and Stop Levels"** shall mean minimum value in pips from the level of placed order to the current price means the level of pending order.

The term **"Liquidity Provider"** shall mean a financial institute which has sufficient floating capital and works as a Counterpart for company clients in the execution of financial instruments by the means of ECN (Electronic Communication Network).

The term **"Market Conditions are Different from Normal"** shall mean a thin market or fast market.

The term **"Market Execution"** shall mean execution which carried out according to client's orders, but the execution price is not guaranteed.

The term **"Market Opening"** shall mean that is the resumption of trade after the weekends, holidays or after a break between trading sessions.

The term **"Maximum Deviation"** shall mean it is a parameter set by the client on the client's terminal that determines the maximum deviation (in pips) between the execution price and the requested price when opening and closing a position.

The term **"Modification"** shall mean client's request for order level change. The order is considered to be modified after the relevant note appears in server data base.

The term **"Non market Quote"** or **"Spike"** shall mean a quote that satisfies one of the following conditions:

- That is involves a substantial price gap;

- Within a short period of time the price returns to its initial level with the formation of a price gap;

- The Quote appeared during non-trading hours for the underlying asset;

- At the time of the quote's appearance there were no macroeconomic events and or corporate news;

- That was significantly affecting the instrument's exchange rate. The company may delete quotes;

- The price behavior was not volatile before the appearance of said price;

- The quote differs from quotes from other major market participants by more than 10%;

- There are characteristic of a non-market quote from the Server's quote base;

The term **"Non-trading operations"** shall mean include depositing or withdrawing funds from the client's

a) Trading account,
b) Change passwords,
c) Change leverage, and
d) Filing a complaint.

The term **"Normal Market Conditions / Normal market"** shall mean the market where:

- There are no substantial breaks in the quotes flow in the trading platform; and

- There is no fast price movement at all ; and

- There is no any price gap.

The term **"Pip"** shall mean a unit of less significant rate. The smallest increment of change in a foreign currency price, either up or down.

The term **"Price gap"** shall mean the situation in trading when the price is different from the previous one by more than minimum price change.

The term **"Quote"** shall mean the information of the current price for a specific underlying asset, in the form of the "Bid" and "Ask" prices.

The term **"Order's ticket"** shall mean unique identity number assigned in trading system to each of open positions or delayed order.

The term **"Pending order"** shall mean client's instruction to open a position when the market price reaches the order level.

The term **"Quoting"** shall mean the process of providing the client with the quotes in order to make a transaction.

The term **"Quotes Base"** shall mean quotes flow information stored on the server.

The term **"Spread"** shall mean the difference between "Ask" and "Bid".

The term **"Stop Loss"** shall mean a close of position at a price less profitable for the client than the price that exists when the order is placed.

The term **"Rate"** shall mean will be like following:

1) CFD (Contract for Difference) on currency pair, the value of the base currency in the terms of the quote currency;
2) CFD (Contract for Difference) on futures basis, the value of one unit of the underlying asset in terms of money.

The term **"Sell Limit"** shall mean its meaning is determined already in this document above.

The term **"Server Log-File"** shall mean a file that contains information about all server-related events, including clients' requests and instructions.

The term **"Take profit"** shall mean is an order to close a position at a price more profitable for the client than the price that exists when the order is placed.

The term **"Stop out"** shall mean server generated compulsory position closure order means without agreement and initial notification of the client in case of lack of funds for opened position maintenance.

The term **"Sell Stop"** shall mean its meaning is already determined in documents.

The term **"Trading Commission"** shall mean the fee charged for providing the service.

The term **"Trailing Stop"** shall mean a feature of the client terminal that makes it possible to generate instructions to change a position's stop-loss level based on specified parameters without the client's involvement.

The term **"Trading Platform Time Zone"** shall mean the time zone in which the server log-file records taken any event. At the time of the release of this document the Trading Platform Time Zone is GMT.

The term **"Limit Order"** shall mean a client's request to buy or sell a financial asset when the market price reaches the price specified in the order. Ensure that the price indicated in limit order is always better than the current market price.

The term **"Volume of trade** or **Trading volume"** shall mean both of the terms are same that means the product of the number of lots on the lot size.

The term **"Trading operations"** shall mean include operations to buy and sell financial instruments, placing, modifying, and deleting pending orders etc.

The term **"Stop Order"** shall mean a client's request to buy or sell a financial asset when the market price reaches the price specified in the order. The price specified in the Stop Order is always worse than the current market price.

The term **"Underlying Market"** shall mean the appropriate market where the essential asset of a CFD is traded as well. An underlying asset is the safety on which a derivative contract is based upon. The price of the derivative may be directly correlated (e.g. call option) or inversely connected (e.g. put option), to the price of the underlying asset.

(End of General Business Terms)