

## MULTI MARKET ACCOUNT (MMA) SERVICE RULES

### Terms and definitions

**Best Execution** shall mean the principle of execution by the Company of client orders (hereinafter referred to as the "Orders") that involves forwarding Orders to any exchanges and OTC floors that at a given point in time may ensure a trade is executed at the best price.

**Log** shall mean a protocol stored in digital format on the Company's server and a user's Workplace with data on all actions taken by the Client via the ITS.

**MMA (Multi Market Account)** shall mean a unified trading account, a Client's trading account that is opened to trade financial instruments on exchanges and OTC markets.

**MMA-Mobile** shall mean the software & hardware-assisted way to get connected to TRANSAQ ITS which allows the Client to be permanently connected to the TRANSAQ ITS of each Client account and to operate TRANSAQ ITS using devices powered by operating system iOS 4.2. or later versions (iPhone, iPod touch, iPad) and Android.

**MMA-Web (WTradeX)** shall mean a software web-based update of TRANSAQ ITS (hereinafter referred to as the MMA-Web) which allows clients to manage their trading accounts without installing the ITS.

**MT5 (MetaTrader5)** - remote access system, provides information about trading on the financial markets in real time, trading operations, keeping record of the mutual obligations between Clients, Brokers and Counterparties.

**MT5-Mobile (MetaTrader5 Mobile)** - software and hardware method of the connection to the ITS TRANSAQ, allowing to the customers to make a permanent connection to the ITS TRANSAQ of each Client's account and use of ITS TRANSAQ with devices with operating system iOS version 4.2. or later (iPhone, iPod touch, iPad) and Android.

**TRANSAQ** shall mean multi-function information trading system TRANSAQ, a specialized software & hardware system which helps the Client obtain on a real-time basis current financial information, data on personal trading accounts and trade on exchanges and OTC markets that are available in the ITS.

**Transaq Connector** shall mean an execution unit (a universal software interface) used to connect external systems to TRANSAQ ITS (hereinafter also referred to as the Transaq Connector Program) which helps the Client get connected to TRANSAQ using software & hardware-assisted ways (programs) provided by the Company, and also provides interaction between TRANSAQ ITS and external software that the Client independently operates to send Orders (orders for trades) to the Company, modify and cancel them, and also to receive and display on a user's Workplace current financial information from said ITS, information on the Client's positions, and to receive confirmations from the Company (and/or the ITS).

**Exchange and clearing fees** shall mean amounts set by the Exchange to be paid by participants of trading for transactions executed on the Exchange.

**Exchanges** shall mean organizations, which, in accordance with issued licenses and internal service regulations, facilitate the conclusion of futures contracts (futures), i.e. futures and options, the underlying asset of which are securities, indexes, currencies, commodities, other financial derivatives, etc.

**OTC market** shall mean a system of trading in securities and other financial instruments aside from organized trading floors (exchanges).

**Chart** means a stream of quotes illustrated in graphic form. Charts serve as visual assessment of movement of the traded instruments. They indicate the current status of the market, and may not guarantee the execution of transactions on the displayed levels.

**Long Position** shall mean buying an instrument, which is expected to grow in value. When applied to currency pairs, it shall mean buying the underlying currency for the quote currency.

**Closing a Position** shall mean a transaction whereby a commodity or an OTC instrument, which constitutes an open position, is sold.

**Client** shall mean any individual or business that opens a MMA account with the Company and deposits funds into it.

**Company** shall mean a company with which the Client entered into agreements that regulate legal grounds for trading on the financial markets (hereinafter referred to as the "Company"). Hereinafter, the Company shall mean Just2Trade Online Ltd, registration number: HE 341520, license number: 281/15 issued on September 25, 2015 by the Cyprus Securities and Exchange Commission.

**Password Compromise** shall mean a case when a login and a password created to log into the above trading programs became available to third parties, and as regards MMA-Mobile and MT5-Mobile it shall also mean the loss of an iPhone (iPod touch, iPad) and/or a cellphone, on which MMA-Mobile and MT5-Mobile was installed.

**Counterparty** shall mean a company or an individual with whom the Company executes one or another transaction based on the Client's Orders received through an online trading program or by phone.

**Short Position** shall mean selling an instrument on expectations it will lose in value for the purpose of closing this position later or buying it back at a much lower price to make a profit. When applied to currency pairs, it shall mean selling the underlying currency for the quote currency.

**Opening a Position** shall mean a transaction whereby a definite exchange or OTC trading instrument, which is not offset by a similar sold/bought trading instrument in the same trade position, is recorded on the Client's account.

The variation margin is automatically charged/accrued if there is an open position.

**Exchange Rules** shall mean internal guidelines of the Exchanges that regulate trading in securities, futures and options (hereinafter referred to as "Contracts"), and also relations of trading participants.

**Pre-depositing** shall mean an amount of funds that the Client is required to pay in order to secure all his/her open positions on the Exchange or the OTC market. Amounts of required security for each category of instruments are specified on the websites <https://just2trade.online/solutions/mma/terms/> and <https://www.finam.eu/solutions/mma/terms/>.

**Settlement Day** shall mean a business day (in accordance with the trading schedule of the Exchanges, working hours of the Company, Counterparties, banks, etc.) or calendar day on which settlements under executed transactions may be made.

**Website** shall mean the website located at <https://just2trade.online/> or <https://www.finam.eu/>.

**Client's Personal Funds** shall mean an amount which is calculated by the Company, taking into account the Client's available funds, which the Client will have in case all open positions on any markets are closed at the current market prices.

**Security (Guarantee Deposit)** shall mean all monetary funds and other financial instruments of the Client that are designed for trading on exchanges and OTC markets and to secure obligations under open positions on the Exchange or the OTC market.

**Insurance Deposit (Pre-depositing Level)** shall mean a ratio between the amount of collateral (the insurance deposit to secure a transaction) and the amount of a trade. A 20% insurance deposit shall mean that to make a trade it is necessary to hold on a trading account at the Company an amount that is 5 times less than the amount of a trade in a selected financial instrument.

**Trading Day T** shall mean the date on which MMA's trading session begins. The closing date of MMA's trading session may be a next calendar date following Day T, and in this case all trades made on the calendar date, on which MMA's trading session ends, shall be deemed made on Trading Day T.

**T+n** shall mean the mode of Client Order execution when a trade is made on Trading Day T, but relevant settlements, including the delivery of securities or other financial assets, are made in n settlement days. Settlement days may be both business and calendar days in accordance with the terms of trades as defined by the Exchanges and Counterparties.

**Trading Instruments** shall mean any exchange or OTC financial instruments that are available for trading via the MMA.

## I. General conditions

1. These MMA Service Rules (hereinafter referred to as the "Rules") shall describe relationships between the Company and the Client in relation to the MMA (Multi Market Account) service.
2. These Rules shall be an appendix to the Regulation for provision of brokerage, investment and agency services on the securities market of Just2Trade Online Ltd (registration number: HE 341520, license number: 281/15 issued on September 25, 2015 by the Cyprus Securities and Exchange Commission).
3. All Regulations, Licenses and other documents relating to the operation of Just2Trade Online Ltd shall be posted on the websites <https://just2trade.online/about/documents/> and <https://www.finam.eu/about/documents/>.
4. The Company shall provide the Client with the services to access exchanges and OTC markets based on License No. 281/15 for professional activities on the financial markets, which was issued by the Securities and Exchange Commission of the Republic of Cyprus (CySEC) on September 25, 2015. Just2Trade Online Ltd is a member of the Investors Compensation Fund pursuant to the legislation of Cyprus. The maximum amount of one-off payment is EUR 20,000 (twenty thousand euros).
5. To access the MMA service a trading account shall be opened for the client with the Company pursuant to the Company's Regulations for the provision of brokerage, investment and agency services on the securities market.
6. By adhering to these Rules the Client shall authorize the Company to do the following:
  - 6.1. To make trades based on the Client's Order sent via the ITS or on the phone, and at the expense of the Client on exchanges or OTC markets, following the Best Execution principle;
  - 6.2. To make settlements with Exchanges, settlement institutions and clearing houses under the Client's obligations;
  - 6.3. To take any and all necessary actions to store and keep records of funds, securities and other financial instruments of the Client;
  - 6.4. To take necessary actions to accept and credit to the Client's account any received dividends that are payable by the Issuer of securities;

- 6.5. To take necessary risk management actions as specified in Paragraph X of these Regulations;
- 6.6. To charge the Company and third parties commission fees for the Client's trading in securities and other financial instruments from the Client's account. The Company's commission fee for services provided shall be posted on the websites <https://just2trade.online/solutions/mma/terms/> and <https://www.finam.eu/solutions/mma/terms/>.

7. The Company shall provide access to exchanges and OTC markets, the list of which, and also other material terms and conditions of the MMA shall be posted on <https://just2trade.online/solutions/mma/terms/> and <https://www.finam.eu/solutions/mma/terms/>.

8. The Company shall provide access to the most liquid instruments of exchanges and OTC markets. The list of the most liquid instruments of exchanges and OTC markets, and also other material terms and conditions of the MMA shall be posted on <https://just2trade.online/solutions/mma/terms/> and <https://www.finam.eu/solutions/mma/terms/>.

9. By adhering to these Rules, the Client confirms that he or she is aware of the risks associated with his or her activities on exchanges and OTC markets and shall file no claims against the Company with regard to his or her possible losses provided that the Company properly fulfils its obligations.

10. If an instrument is excluded from the list of those admitted for trading, the Company shall give the Client notice using any of the methods specified in Clause XIV of the Rules for the Multi Market Account (MMA) service no later than 1 business day in advance. Upon receipt of notice, the Client undertakes to independently close its position in relation to the instruments to be excluded. If a Client for any reason is unable to independently close a position, the Company shall be entitled to close said position on a mandatory basis without any additional notice being served to the Client. A position shall be closed on any platform that is available for trading.

## II. Currency of the deposit and cross-rate settlements

1. It shall be permitted to open an account in the following currencies of the deposit: US dollars, the single European currency (Euro), and Russian rubles.
2. The amount of the guarantee security shall be calculated at the current cross rates that are posted in the TRANSAQ ITS (and other related ITs) on a real-time basis.
3. During a trading session any profit/loss shall be calculated at the cross rates recorded at the close of the previous trading session.
4. When trading in instruments listed on stock exchanges that are quoted in a currency other than the deposit currency of an account, as of the date of clearing operations the deposit currency shall be converted into the quote currency and vice versa depending on the direction of a trade at the cross rates recorded at the trading session's closing. Conversion rates shall be made available in MMA Trading Platforms.

## III. Trading Schedule

1. The trading schedule for all trading instruments available via the MMA shall be posted on <https://just2trade.online/solutions/mma/> and <https://www.finam.eu/solutions/mma/>.

## IV. Technical Break

1. The Company shall perform technical work with trading systems on a daily basis at the time shown on

<https://just2trade.online/solutions/mma/> and <https://www.finam.eu/solutions/mma/>. At this time the Clients shall not have access to ITSs.

During technical breaks the Company shall update data on balances held on the Clients' accounts on exchanges and OTC markets, and make other settlements.

## V. Tariffs and Settlements

1. For trades in financial instruments on exchanges and OTC markets the Client shall pay the following commission fees:

- 1.1. the Broker's fee;
- 1.2. the commission fee for exchange data;
- 1.3. the commission fee for the acceptance of orders on the phone;
- 1.4. the commission fees charged by exchange systems and clearing houses (if any);
- 1.5. the commission fee for carrying a position overnight; and
- 1.6. the commission fee for the depositing and withdrawal of securities.

2. The Company (with no prior notice to the Client) shall be entitled to make on a daily basis using the Client's available funds all necessary operations to pay the following:

- 2.1. the variation margin;
- 2.2. exchange and clearing fees charged by the Exchanges;
- 2.3. the Broker's fee; and
- 2.4. Other necessary payments in accordance with these Regulations.

3. Information on the tariffs shall be posted on the websites <https://just2trade.online/solutions/mma/terms/> and <https://www.finam.eu/solutions/mma/terms/>.

4. The Client hereby acknowledges and accepts that the Company shall be entitled to charge a commission fee for the maintenance of Trading Accounts if the final brokerage fee on a Client's account during one month is lower than the fee charged for the maintenance of the account.

If the amount of the brokerage fee (the brokerage fee charged for a transaction and the commission fee charged for borrowed funds) is less than the account maintenance fee, the difference between the account maintenance fee and the brokerage fee shall be charged. The commission is charged monthly.

## VI. Reports

1. The Company shall provide the Client with reports on all trades and other operations carried out at the expense of and on behalf of the Client in accordance with these Rules. The Company's reports to the Client shall comply with the requirements set forth in statutory acts of financial regulatory bodies of the European Union, as well as Clause 16 of the Regulations for provision of brokerage, investment and agency services on the securities market of Just2Trade Online Ltd.

2. The Company shall provide the Client with a report using the online Private Office service at <https://just2trade.online/> and <https://www.finam.eu/>.

3. A report may be provided in writing at the Client's request.

4. The Client and the Company agree that if the Client within 10 (ten) business days after a brokerage report is published in the Private Office service fails to express dissent with regard to the information provided by the Company, this will mean the Client's consent to all information that the report contains,

and the report shall be deemed as accepted by the Client without remarks.

## VII. Use of Information & Trading Systems

1. The Company shall provide the Client with access to exchanges and OTC markets via the ITS.
2. Distribution files of TRANSAQ ITS and MetaTrader5 shall be available on the websites <https://just2trade.online/> and <https://www.finam.eu/>.
3. When an account is opened the Company shall provide the Client with a Login and a Temporary Password to log into the ITS.
4. When logging into the system for the first time the Client shall be required to change his or her Password to log into the ITS.
5. The following types of orders may be given to make trades through the ITS:
  - 5.1. A Market Order, an order to buy/sell at the current price (an order to make a trade at the price not higher (in case of purchase) or at the price not lower (in case of sale) than the one specified in an Order). An order shall be satisfied in the amount of counter orders that are available at the time when the Order is placed;
  - 5.2. A Limit Order, an order to buy/sell at the fixed price (an order to make a trade at the price not higher (in case of purchase) or at the price not lower (in case of sale) than the one specified in an Order);
  - 5.3. A Stop-Limit Order, an order to buy/sell at a fixed price when meeting one/several conditions that is/are unambiguously determined by the Client from the list of possible conditions that are provided for in the relevant information trading system;
  - 5.4. A Market Stop Order, an order to buy/sell at Market Price when meeting one/several conditions that is/are unambiguously determined by the Client from the list of possible conditions which are provided for in the relevant information trading system.
6. The procedure for placing Orders and specific features of execution of Orders using the information trading system shall be determined by the conditions of operation of a relevant ITS.
7. Having consented to use TRANSAQ ITS, MetaTrader5 or MMA-Web (WtradeX) or MMA-Mobile or MT5-Mobile, the Client shall take the following obligations relating to their use (consent shall mean opening an MMA and obtaining the Login and the Password to log into the ITS):
  - 7.1. Before starting to operate the ITS to independently peruse how to operate and specific features of the ITS's operation (software components of the ITS)/a software program to get connected to the ITS, including how to place/change/cancel Orders (orders to make trades). To follow said procedures and conditions of technical access while operating the ITS (software components of the ITS)/a software program to get connected to the ITS;
  - 7.2. By adhering to these Rules, the Client confirms that he/she has familiarized himself/herself with the aforementioned terms of operation of the ITS and agrees to follow them and take their specific features into account when placing Orders;
  - 7.3. To use the ITS for designated purposes only;
  - 7.4. To limit access of persons who are not authorized by the Client to place Orders to the Company to a user's Workplace;
  - 7.5. To ensure a Password is kept properly;
  - 7.6. To forestall disclosure or reproduction of any information that relates to the operation of the ITS and constitutes a commercial secret;
  - 7.7. Not to permit duplication and (or) violation of the integrity of any software products used by the ITS;

- 7.8. In case of Login and Password Compromise the Client shall give the Company immediate notice using available means of communication and shall email a written notice about the change of a Password, indicating the reasons for the compromise. In a notice the Client shall specify the cancellation date of the Password, but no earlier than the day following the date when the Company receives the notice;
- 7.9. The Company shall email to the Client a new temporary Password or a Login and a Password (at the Client's discretion) no later than 2 (two) business days from the time when the notice about Compromise is received. The Client shall be required to independently change temporary data that he/she received to log into the ITS;
- 7.10. The Company shall not be held liable for any losses incurred by the Client due to any malfunction and failure of equipment; glitches and errors of software; glitches, malfunctions and shutdown of telecom, energy and other life support systems;
- 7.11. By adhering to these Rules, the Client confirms that he/she shall file no claims against the Company in relation to the specific features of execution of Orders via the ITS and technology peculiarities of said IT;
- 7.12. The Client shall not be provided with any exclusive rights for the use or any rights to distribute the ITS's software. The Client shall also gain no right of ownership or copyright to the ITS's software;
- 7.13. The Client shall be required to follow the requirements prohibiting duplication, violation of the integrity of any software products used by the ITS, receiving data from the ITS which do not belong or relate directly to the Client, using available hardware to penetrate the Company's local networks, disclosing Logins and Passwords to access the ITS (to get connected a version of the ITS user's Workplace) or any option to exploit software and hardware to get connected via the ITS to unauthorized persons.

8. Given the specific technology features of programs MMA-Web (WTradeX) and MMA-Mobile, MetaTrader5 and MT5-Mobile which provide connection to relevant ITSs, the data provided in said programs may include errors and/or result in any delays in the display of information, which the Client should take into account when making investment decisions. A Client who makes use of such software and hardware for connection to the ITS understands this fact and assumes the risks associated with unfavorable consequences of investment decisions made on the basis of information that he/she receives when using them.

**9. The Client agrees that all actions taken at the ITS user's Workplace using the Client's key and/Password shall be recognized as having been taken by the Client.**

10. If the Client has a representative acting on his/her behalf in relations with the Company on the basis of a power of attorney, who is also the Company's Client (hereinafter referred to as the "Client-Proxy Giver" and the "Client-Representative", respectively), the Company shall be entitled to provide the Client-Representative with the ability to place Orders to execute transactions on the Client-Proxy Giver's Account with the Company (provided that a power of attorney granting relevant authority is available) at his/her user's Workplace using a Login and Password provided to the Client-Representative. This being the case, the Client-Representative shall be deemed duly identified by the Company, and all actions taken at his/her Workplace shall be recognized as having been taken directly by the Client-Representative and on behalf of the Client-Proxy Giver.

10. Any Client (including the Representative-Client and the Client-Proxy Giver) shall bear all risks associated with the operation of the ITS, namely:

- 11.1. When operating the ITS, the Client shall expose himself/herself to the so-called systemic risks (malfunction of equipment, glitches in software, disruptions in telecommunications and power supply, other technical reasons), as a result of which it may not be possible to place an Order at a certain point in time or an Order may not be executed (in part or in full) or not be executed in accordance with the Client's instructions;
- 11.2. While it is fast and easy to make trades through the ITS there is a risk for inexperienced

Clients to make a great number of unprofitable trades if an incorrect strategy is used, including when the ITS's functionality and/or ways to connect to the ITS, which are provided by the Company, and/or software operated by the Client independently allow the Client, as his/her will, to place Orders automatically;

11.3. There is a risk for the Client to make accidental errors when placing Orders via the ITS (the Client fails to place an Order in accordance with his/her actual intentions), including by reason of the Client's insufficient knowledge of how to operate the ITS and/or the lack of hands-on skills;

11.4. The Client shall also be exposed to the risks associated with unauthorized access of third parties to the user's Workplace, actions taken by an unauthorized person at the user's Workplace using the Client's key and/ or Password.

12. All actions taken by the Client from the user's Workplace via the ITS shall be automatically recorded in Logs (reports on transactions in the ITS) of the Client and the Company. In case a dispute arises, the Company's Log shall prevail.

13. The Company may cease to provide the ITS services after the Client emails a written application within 3 business days from the date when the Company receives such application.

14. The termination of the services shall not release the Parties from the fulfilment of obligations that arose prior to such termination.

15. Telecom requirements for operating TRANSAQ ITS, MetaTrader5 and/or MMA-Web shall be as follows:

15.1. Data Transfer Protocol of TCP/IP;

15.2. Telecom line capacity of at least 9.6 Kbps;

15.3. Data packet loss of under 5%;

15.4. Internet browser Internet Explorer 5.0 and later versions, and Internet Explorer 6.0 and later versions shall be used for MMA-Web (WTradeX).

16. MMA-Mobile, MT5-Mobile shall operate on devices powered by operating system iOS v. 4.2 or later versions, compatible with an iPhone, iPod touch and iPad products or powered by operating system Android, version 4.0 or later versions.

17. The Company shall not be held liable if it is not possible to install or operate and/or if the ITS and software enabling to connect to the ITS is incorrectly operated.

18. When selecting the ITS and/or a version of the ITS user's Workplace and/or software and hardware to connect to the ITS, the Client confirms that he/she is familiar with the configuration requirements for software and hardware required to operate a relevant ITS (a version of the ITS user's Workplace or a software program to connect to the ITS) and that he/she shall use proper software and hardware configurations.

19. The Company shall be entitled:

19.1. To suspend the Client's technical access to the ITS in the event:

19.1.1. that the Client breaches the terms and conditions of these Rules or the Regulations for provision of brokerage, investment and agency services on the securities market of Just2Trade Online Ltd;

19.1.2. that multiple attempts are made to access the ITS using any software and hardware, as provided for in the Rules, using the Client's Login and an incorrect (inconsistent with this login of the user) Password;

19.1.3. of malfunctions in the Company's software and hardware or the ITS for the period



- until the specified malfunctions are eliminated;
- 19.1.4. the Client files claims against the Company with regard to the transactions executed using the ITS (for the period until reasons for the claims are jointly identified and eliminated);
  - 19.1.5. To execute without the Client's Order one or several transactions with the monetary funds and/or financial instruments held by the Client in order to eliminate violations of national laws that regulate the operation of the corresponding exchanges and OTC markets, and also the provisions of the Regulations for provision of brokerage, investment and agency services on the securities market of Just2Trade Online Ltd.
  - 19.1.6. The Company shall reserve the right to cancel any types of orders if there are no funds on a Client's account. If an account is funded, the client may, at his or her discretion, place new orders.

## VIII. Trading on terms of partial pre-depositing

1. All financial instruments available through the MMA service shall be traded on terms of partial pre-depositing.
2. Partial pre-depositing is a type of leverage and shall be used as part of these Rules in order to standardize records made on the Client's Multi Market Account of various financial instruments, such as stocks, futures, currencies, forwards, etc.

The pre-depositing level or the level of guarantee security shall be set for groups of instruments or for a specific instrument, and shall be indicated as percentage. The 100% level shall mean that in order to buy an instrument the Client needs to spend an amount equal to the full value of a financial instrument, and the 10% level shall mean that in order to buy a financial instrument it is necessary to spend only 10% of its price.

4. Partial pre-depositing shall enable the Client to use leverage when trading in securities and other financial instruments.
5. When trading is executed on terms of partial pre-depositing any settlements with regard to securities and financial instruments shall be made taking into account their full value. The Company, the above brokers or other companies authorized by the Company shall provide the Client with any deficient amount to fully cover trading (leverage) as a loan.
6. Securities and other financial instruments shall be deposited on the Client's account on the basis of executed transactions in full and within the deadline corresponding to the settlement rules established by one exchange or another. This being the case, the Client shall be obliged to repay borrowed funds if the total value of securities and financial instruments that are held on the Client's account exceeds the Client's personal funds (to the extent that this amount is exceeded).
7. As securities trade on terms of partial pre-depositing, to withdraw them from the Client's trading account it shall be necessary to make full settlements to buy them. Settlements shall be made at the closing prices of a trading session, during which the Client's order to withdraw securities was received.
8. To receive dividends the Client shall not be required to make full settlements as securities held on the Client's account are considered to be in ownership of the Client, but bought on the condition of deferred settlements at the time of purchase.
9. Any profit or loss under the Client's positions shall be accrued or debited as the variation margin on a daily basis after a trading session ends.
10. For the use of funds in cases specified in Clause 6 of this paragraph the Client shall be charged a

commission fee that is calculated as percentage for an overnight position. The amount of the commission fee shall be posted at the following websites <https://just2trade.online/solutions/mma/terms/> and <https://www.finam.eu/solutions/mma/terms/>.

11. The commission fee charged for overnight positions shall be accrued on the negative difference between the Client's personal funds and the value of all securities and other financial instruments that are held on the Client's account.

Example:

The Client's personal funds total USD 50,000.00 (USD 5,000.00 of this amount as funds and USD 45,000.00 as securities).

The value of all securities held in the Client's portfolio is USD 75,000.00.

The negative difference equals USD -25,000 (USD 50,000.00 – USD 75,000.00 = USD -25,000), and the commission fee for overnight positions shall be charged on this amount (USD 25,000.00).

11.1. The commission fee for overnight positions shall be charged on open positions in currency pairs on the currency market with respect to **the entire amount of a position** without determining the negative difference between the Client's personal funds and the amount of open positions.

12. The level of pre-depositing (or the guarantee security or the insurance deposit) for each group of financial instruments shall be posted at the website <https://just2trade.online/solutions/mma/terms/> and <https://www.finam.eu/solutions/mma/terms/>.

13. The insurance deposit may be subject to change depending on liquidity and other market factors at the Company's discretion without prior notice. The insurance deposit may also be significantly increased for the period of weekends and holidays without prior notice.

## IX. Corporate actions and payments

1. The Company shall provide dividends on securities held on the Client's MMA account as of the date on which the relevant Issuer's shareholders register is compiled.

2. Securities shall be deposited on the Client's account during the T+n period, where n means the number of days required to make settlements under transactions that were executed pursuant to the trading regulations of the relevant exchange.

3. Dividends shall be credited by the Company to the Client to his/her MMA account no earlier than the date on which the amount of dividends reaches the Company's account after being wired by an issuer that pays out dividends.

4. In case instruments that are permitted for trading via the MMA are subject to corporate actions (dividends, delisting, bankruptcy, splits, conversions, accruals, offers, etc.), and dates are set for the purpose of calculating dividends and other payments, the Company shall be entitled to restrict (in full or in part) trading in the relevant instrument and demand its Clients to close their open positions. The Company shall reserve the right to limit (in full or in part) trading in the relevant instrument or to limit (in full or in part) trading in a Client's account and to demand closure of positions opened by Clients unilaterally at the request of an exchange (or counterparties) due to corporate actions (stock splits, conversions, accrual of dividend, delisting procedures, bankruptcy, offers, etc.). If Clients fail to meet the Company's demands, the Company shall be entitled to close on a mandatory basis positions in this instrument. Any commission fee for the mandatory closure of positions shall be charged as required by and at the rates similar to those charged for common trading operations.

## X. Risk management

1. The Company shall provide the Client with software and hardware products that allow the Client to obtain online data on a personal account in order to take independent actions related to risk management of its trading positions.

2. The Company shall be entitled to mandatorily close all or some of the Client's open positions on one or all of the Exchanges or OTC market without coordination with the Client and giving notice in the following cases:

- 2.1. When mandatory closure is provided for in the regulations of the relevant Trading System.
- 2.2. If the level of security (pre-depositing level) of open positions falls below 50%:
  - 2.2.1. This value shall be transmitted to Transaq ITS (the MMA Portfolio table), as well as to Portfolio tables of MMA-Web, WTradeX and MMA-Mobile Portfolio, page of Trading platform MetaTrader5 and MT5-Mobile and shall be available for the Client at any time, on a real-time basis, except for days off and during technical breaks;
  - 2.2.2. The security level shall mean the possibility for the Client to maintain open positions in securities and other financial instruments using sufficient own funds that are used as collateral.

For example, if the amount of collateral that is required for open positions is equal to the Client's personal funds, the security level shall be 100%.

That is, the 100% security level shall mean that all the Client's personal funds are already used as the guarantee security and new positions cannot be opened.

3. Mandatory closure of the Client's positions shall be made at the current market prices on the relevant Exchange or OTC market.

4. Should the Company perform mandatory closure of the Client's positions, the commission shall be charged by the Company in any case for such closure in accordance with the effective Tariffs.

5. The Client agrees that when the pre-depositing level of the Client's account falls below 50%, the Company shall not undertake any obligation to close not only those trading positions of the Client that allow the Company to increase the pre-depositing level to the acceptable threshold (i.e. above 50%), but shall also be entitled to close all the Client's positions.

6. If the Client's positions are mandatorily closed through the fault of the Company and this is at odds with the clauses specified in this paragraph, resulting in the Client's losses, the Company shall reimburse the Client against incurred losses.

7. To avoid a negative balance on a Client's account the Company shall be entitled to limit trades on a Client's account if the amount of a deposit falls below the threshold set after clearing. The threshold set shall be posted on [https://www.finam.eu/files/j2t/docs/Transaq%20MMA%20Fees\\_ENG.pdf](https://www.finam.eu/files/j2t/docs/Transaq%20MMA%20Fees_ENG.pdf) and [https://www.finam.eu/files/j2t/docs/Transaq%20MMA%20Fees\\_ENG.pdf](https://www.finam.eu/files/j2t/docs/Transaq%20MMA%20Fees_ENG.pdf).

If the amount of a deposit drops below the designated threshold, the account shall not be blocked during a trading session. The Company shall be entitled to refuse to accept/execute a Client's order to execute a trade (except for an order placed on the phone) if the total amount of funds that are held on the relevant Client Account and the market value of instruments is less than the threshold set after clearing.

## XI. Chain Trading

1. The Company shall provide users with a specialized service, enabling them to trade automatically by 'copying' trades made on accounts of other MMA users to personal accounts (hereinafter referred to as "Chain Trading" or "CT").
2. To sign up for this service it shall be necessary to subscribe to CT on the following webpages: <https://just2trade.online/solutions/mma/> and <https://www.finam.eu/solutions/mma/>.
3. CT subscription shall mean the formation by a user (hereinafter referred to as the "Follower") of a long-term Trading Order with the following condition: to engage in trading, signals of which are trades made on the account of another MMA user (hereinafter referred to as the "Chain Man") in the same proportion with regard to personal funds that is expressed as a percentage and in the same type of financial instruments.
4. All trades on the Follower's account shall be made at market prices that are available in the relevant trading system at the time when an Order is placed.
5. Subscribing to CT service and unsubscribing shall be carried out on the websites <https://just2trade.online/> and <https://www.finam.eu/>.
6. When using the CT service the user shall still be able to view and manage its personal account in full via trading platform TRANSAQ, MetaTrader5, web and mobile apps.
7. Independent trades made by the user on its account, which is also connected to the CT service, may distort trading returns of this subscription.
8. Subscribing to the CT service shall mean that:
  - 8.1. The user understands that the use of the CT service may result in both profit and loss.
  - 8.2. The absence of personal funds could create a situation where it is not possible to copy the deals of a Chain Man, thus skewing the results of trading activity.
  - 8.3. Use of the CT service may result in the effect of leverage on the Follower's account, which entails a substantial risk of losses.
  - 8.4. On the basis of a signal (trade) from the Chain Man's account trading shall be executed on the Follower's account within several seconds required to form a Trading Order, submit it to the relevant Trading System and have it accepted by the Trading System, which could lead to a 'slippage' effect for the execution price both up or down for the user.
  - 8.5. Chain Man strategies that are based on short-term positions (or intraday trading) shall entail a potentially higher risk than strategies based on long-term positions.

## **XII. Zero Tariff**

1. The Company shall provide users with the service "Zero Tariff", enabling them to carry out Orders for execution of which the commission will not be charged by the Broker.
2. To sign up for this service it shall be necessary to accept terms and conditions of the services while opening an account on the website <https://just2trade.online/> or <https://www.finam.eu/>, or via online Private Office service.
3. Provision of the present section shall be applied to the Clients' Orders in respect of securities which are traded on the US stock market.
4. Subscribing to the service shall mean that:
  - 4.1. In accordance with the terms and conditions of the service "Zero Tariff" Clients' Orders are

executed in the form of the aggregated order.

- 4.2. The Clients' Orders are aggregated on a first-come basis in accordance with the time when an order is submitted.
- 4.3. The execution of aggregated orders is performed when one of the following conditions is met:
  - the volume of the aggregated position is not less than 10 000
  - the maximum holding time for orders execution is 90 seconds.
- 4.4. Execution of aggregated orders may be performed with a delay of 1 to 90 seconds, which could lead to a 'slippage' effect for the execution price both up or down for the Client. Variation of the price specified in the initial Order shall not exceed 5 %.
- 4.5. The Company does not guarantee the execution of the total order at one price.
- 4.6. If the Client places an Order just before closing of an execution venue, the Broker may include the Order in the aggregated order on the next trading day.
- 4.7. Provision of the market data Level 1 is free of charge. Exchanges' data can be provided with a delay in accordance with requirements of the stock exchanges.
- 4.8. Exchange and clearing fees are charged in accordance with third parties' tariffs and allocated proportionally to the volume of the Clients' Orders.

### **XIII. Phone Messaging**

1. The Company shall assign special phone numbers and provide the Client with the details of such numbers to receive from the Client phone requests, information requests and responses to inquiries of the Company. The Client shall be entitled to use only these numbers to send said messages to the Company.
2. Authentication (i.e. confirmation of authenticity) of the Client and his/her authorized persons, when messages are exchanged by telephone, shall be performed by means of an identification number (Login) and Password.
3. The Company's employee shall be entitled to request additional information about the Client from the Client's account details for the purpose of authentication.
4. The authentication shall be deemed successfully completed if the password specified by the Client (his/her authorized person) or other requested details of the Client match the data stored in the database of the Company, subject to verbal confirmation by the authorized officer of the Company.
5. The Company shall charge a fixed fee for the acceptance of orders over the telephone.

### **XIV. Amendment to the Regulations**

1. According to the general rule, all amendments and additions made by the Company to these Rules shall take effect and become binding for the Clients after three (3) calendar days following notification of the Client of amendments and (or) additions made hereto.
2. The Clients shall be notified of amendments and (or) additions made to these Rules by posting messages on the websites <https://just2trade.online/> and <https://www.finam.eu/>, and this can also be done, at the discretion of the Company, using one of the following methods:

- 2.1. Hand over notification to the Client or his/her authorized representative;
- 2.2. Send messages to the Clients via electronic communication;
- 2.3. Send fax messages;
- 2.4. Send messages as registered mail; and
- 2.5. The content of these Rules shall be disclosed without restrictions at the request of any interested persons.

## **XV. Liability**

1. In case of failure to perform or improper performance by any Party of its obligations hereunder the defaulting Party shall indemnify losses incurred by the other Party.
2. The Company shall not be liable for results of the Client's investment decisions that are obtained after the execution of orders placed by the Client or his/her representative to make trades.
3. The Company shall not be liable for the results of any investment decisions made by the Client based on an analytical set of data provided by the Company.
4. The Client shall be liable for any and all losses incurred by the Company in connection with any delays or inaccuracies of information provided by the Client to the Company, and in connection with delayed or incomplete submission of required documents to the Company.

## **XVI. Peculiarities of trading in financial instruments on the OTC currency market and Globex.**

1. As some financial instruments, such as currency pairs on the currency market, are traded on the unorganized OTC market which has no 'depth' parameters of supply and demand, and prices are formed by liquidity accumulated by data delivery suppliers in OTC electronic systems and executing orders to buy and sell securities (ECN), trading in this segment may have some specific features that limit the Client's trading possibilities, depending on various market conditions.
2. With regard to the Client's trades on the OTC currency market the Company shall provide the Client with access to one or several OTC electronic communication networks (ECNs), and shall never act as Principal (counterparty) as a party to the Client's transaction.
3. The Client agrees that if trades are made on a personal account on the OTC currency market and Globex, such trades can be subject to some restrictions imposed by an OTC electronic communication system (ECN), as follows:
  - cancellation of trades made at non-market quotes;
  - a quote may be recognized as non-market if it meets the following conditions:
    - there is a substantial price gap and the quote returns within a short period of time to the initial price level with the formation of a price gap;
    - there is no rapid price movement before such quote appears; when it appears, there is no macroeconomic and/or corporate news that pushes up this quote.

The Company shall be entitled to remove information on a non-market quote from the quote base of a trading system;

- to ban trading before news;
- to restrict the frequency of trades;
- to impose restrictions on the limit price of an order depending on its proximity to the price of the latest trade;
- to restrict the period for execution of counter transactions after opening of the position with

instruments on the OTC currency market and Globex.

## **XVII. Force majeure**

1. The Parties shall not be liable for the complete or partial failure (improper performance) to perform obligations under these Rules and the Regulations for provision of brokerage, investment and agency services in the securities market, if such failure (improper performance) was a consequence of force majeure events arising after the signing of Appendix 1 to the Regulations for provision of brokerage, investment and agency services in the securities market (hereinafter referred to as the "Brokerage Agreement").

2. If force majeure events arise, the term to perform the obligations under these Rules and under the Regulations for provision of brokerage, investment and agency services in the securities market of Just2Trade Online Ltd shall be extended by the time during which such circumstances are in effect.

3. The Party which found it not possible to perform its obligations hereunder, within 3 (three) business days from the date on which these circumstances occur shall give the other Party written notice of the occurrence, the expected duration and the end of these circumstances.

4. The failure to notify or any delay in notifying the other Party of force majeure circumstances shall entail the loss of the right to invoke these circumstances.

5. If it is not possible for the Parties to perform their obligations hereunder in full or in part due to force majeure events for more than one month, each Party shall be entitled to terminate the Brokerage Agreement. This being the case, neither of the Parties shall have the right to be indemnified for any losses caused by such termination.

6. The absence of securities and (or) monetary funds on the accounts of the Parties shall not be deemed a force majeure event.

## **Notice of non-speculative nature of the service**

1. Due to the fact that MMA service includes providing real-time access to a large number of exchanges and OTC markets associated with complex routing schemes and calculations, the Company shall notify and the Client undertake that the Company shall provide, but shall not guarantee streaming execution of the Client's Orders, if the submission of these Orders is of explicitly scalping nature. Namely, the Client performs multidirectional purchase and sale under the same traded financial instruments within one minute. In this regard, the Company may impose restrictions on this type of trading that can be expressed as restrictions on placing limited and contingent orders which are closer to the current market price than a specific value (limit), as well as time constraints, i.e. a restriction expressed in seconds, on opposite transaction after the opening position on any type of financial instrument. All existing restrictions shall be posted on the Internet at <https://just2trade.online/solutions/mma/terms/> and <https://www.finam.eu/solutions/mma/terms/>.

2. At the Client's request, the Company may provide a special unit to operate Transaq ITS for the purpose of connecting the external systems of Transaq Connector. Using this unit the Client should take into account the scalping restrictions specified in paragraph 1 herein.

3. By adhering to these Rules, the Client agrees that settlements on his/her MMA account shall be executed on T+1 terms and shall authorize the Company to execute offsetting transactions on the terms specified in this section.