

Regulations of Trading Transactions

Present regulation defining the order of processing and execution of Client's orders, as well as orders of the Company U.S.B. Group, LLC (Company) on the conditions of the Client's Agreement (Agreement).

1. Introductory Remarks

1.1. These Regulations of trading transactions define:

- a) principles of opening/closing positions and placing/modifying/deleting/executing Orders under Normal and Abnormal Market Conditions;
- b) the Company's actions in respect to the Client's Open Positions if the Margin Level on the Trading Account should be insufficient to support such Open Positions;
- c) procedures of Dispute resolution and methods of communication between the Client and the Company.

1.2. These Regulations of trading transactions, as well as all documents located in the Regulatory Documents on the Website should be read carefully by the Client as they constitute the terms under which the Client performs trading operations.

2. General Terms

2.1. Handling of Client Requests and Instructions

2.1.1. Quoting mechanism used for opening of trading operations "On Client's request".

2.1.2. The procedure for handling Client Requests and Instructions given through the Client Terminal is as follows:

- a) the Client gives an Instruction or Request which is checked for validity within the Client Terminal;
- b) the Client Terminal sends the Instruction or Request to the Server;
- c) if the connection between the Client Terminal and Server has not been disrupted, the Server receives the Instruction or Request and begins the verification process;
- d) correct request or Client's order directed to the line, which sorted by time receipt of the order or request;
- e) the Company sends the Server the execution result of the Client's Instruction or Request;
- f) the Server sends the result of the Client Instruction or Request to the Client Terminal;
- g) if the connection between the Client Terminal and Server has not been disrupted, the Client Terminal registers the result of the Client Instruction or Request.

2.1.3. All Quotes that the Client receives through the Client Terminal are indicative and are the best available BID and ASK prices that are received from the Liquidity Provider.

2.1.4. Client is fully responsible for safety of the password and memorable information (Phone password), as well as accepts authenticity of all electronic and phone orders made with it.

2.1.5. Client accepts all risks related to trading operations when using 3G modems, USB modems, wireless (Wi-Fi, WiMAX etc.), as trading platform requires high standard of connection and ping. Often it can be delivered only through cable connection to the Internet.

2.1.6. All matters regarding the current market price are at the sole discretion of the Company.

2.1.7. Each client Request or Instruction placed in the Queue has a set waiting period within which it must be executed (three minutes at the time of the publishing of this document). If a Request or Instruction has not been transmitted to the Company within this period of time, the Request or Instruction is deleted from the Queue and is no longer considered relevant. In this case, the Client must send a new Request or Instruction. The Company fulfills the Instruction as quickly as possible after having received it.

2.1.8. In the cases listed below, the Company has the right to decline a Client Instruction or Request:

- a) if the Instruction or Request precedes the first Quote in the Trading Platform at Market Opening;
- b) under Abnormal Market Conditions;
- c) individually, for Clients whose ratio of Pending and executed Orders exceeds reasonable limits;
- d) if the Client's Free Margin is insufficient to open a position of the requested volume.
- e) if the limit for the overall volume of a Client position and/or number of Orders on this type of account have/has been exceeded.
- f) in case of not sufficient liquidity of counter party.

2.1.9. In case of terminated quotation of any financial instrument the Company has a right to close Client's position involuntary, at the price that is considered to be honest, giving three business days' notice to the Client.

2.2. Trading Operations

2.2.1. The ASK price is used when making a "buy" Transaction. The BID price is used when making a "sell" Transaction.

- a) Long Positions are opened at the ASK price. Short Positions are opened at the BID price.
- b) the BID price is used when closing a Long Position (i.e. sell). The ASK price is used to close a Short Position (i.e. buy).

2.2.2. Within the regular time trading performed with spreads, levels for opening an order and marginal conditions, indicated at the contract specification at the Company's website. At certain moments when the price of financial instrument can change rapidly (before and after the publication of macroeconomic statistics, speeches of the important persons in world economy, market interventions etc.), spreads, minimal levels for setting an order and marginal conditions may be increased at all accounts, but no more than ten times bigger in comparison with spread size, indicated at the contract specification for accounts with fixed spread. Also the Company has a right to cancel the request for closing an order or its modification, in the case if Stop Loss or Take Profit levels are closer to the price, rather than the level for setting the pending order.

2.3. Rollover (Swap)

2.3.1. Process of transferring opened orders for next day starting at 23:59:45 at the time of the server and is mandatory for all opened orders, that was opened from 23:59:45 to 23:59:59 at the time of the server. For transferring opened orders for the next day from/to the Client's account deducted or added funds- Swap.

2.4. Spread

2.4.1. Spreads are indicated on the Company's site in the Trading Terms section.

2.4.2. Size of the fixed spread could be changed by the Company only after giving 24 hours' notice, apart from force-major circumstances.

2.4.3. Size of the floating spread (not fixed) could be changed depending on market conditions (or) stream prices, received from the suppliers of liquidity of the Company.

2.5. Leverage

2.5.1. Leverage is indicated on the Company's site in the Trading Terms section.

2.5.2 Leverage level in the Company depends on the account balance:

1:500 shall be available with balance up to 20 000 USD;

1:200 shall be available with balance up to 50 000 USD;

1:100 shall be available with balance up to 75 000 USD;

1:50 shall be available with balance up to 100 000 USD;

1:33 shall be available with balance up to 200 000 USD;

1:10 shall be available with balance up to 300 000 USD;

1:5 shall be available with balance up to 500 000 USD;

1:1 shall be available with any balance.

Client may independently change Leverage level, by writing an email to: support@usbbroker.com. Usual response time to the email for leverage level change is within one hour at the Company's opening hours.

2.5.3. Company has a right to change Leverage level for certain Clients at any time as its own convenience, giving 24 hours written or verbal notification to the Client.

2.5.4. Company has a right to decline the permit for 1: 500 Leverage levels without giving any reasons.

2.6. Provision of Quotes

2.6.1. The Company shall provide the Client with Quotes in accordance with the corresponding Regulations.

2.6.3. Quotes displayed on the Website are indicative.

2.7. Quote Base Synchronization

2.7.1. Should there be an unforeseen break in the Server's Quotes Flow caused by software or hardware failure, the Company shall have the right to synchronize the Quote Base on the Server with other sources. These sources can include:

a) the Quote Base on the Demo Server;

b) any other source of Quotes.

2.7.2. If a disputed situation arises concerning a break in the Quotes Flow, all decisions will be made in accordance with the synchronized Quote Base.

2.8. Transfer of Inactive Accounts to the Archive

2.8.1. Should an inactive account be transferred to the archive:

a) The Client acknowledges that the Company is entitled to transfer inactive Trading Accounts to the archive. The Client's inactive account shall be transferred from the trading terminal to the archive, resulting in the Client's access and ability to complete any operations being blocked, but all account history being saved;

b) The Client can restore an archived Trading Account by filing a request in Personal account page;

c) The Company shall restore the Trading Account within 3 (three) working days of receiving the Request to restore a Trading Account from the archive;

d) The Company shall give the Client written notification at the day the Trading Account has been restored.

2.9. Removal of Trading Account History

2.9.1. The Company reserves the right to delete from a trading account's history pending orders that had been canceled either by the Client or the Company one week after cancellation.

2.10. Margin

2.10.1. The Client is obliged to deposit and maintain the initial Margin and specified by the Company. The size of the initial Margin and is indicated on the Company's site in the Trading Terms section. The Company is not responsible for Stop Outs that occur as a result of funds not being transferred to the Client's Account on time.

2.10.2. The Client shall pay initial Margin upon opening a position.

2.10.3. The size of the initial, Necessary, may change:

- a) during Abnormal Market Conditions;
- b) during an Emergency Situation;
- c) during a Force Majeure circumstances.

2.10.4. The Client shall be responsible for maintaining the Necessary Margin level on the Trading Account.

2.10.5. The Company shall be entitled to apply clause 2.10.3 to all new positions and to positions that are already open.

3. Opening a Position

3.1. Processing and Execution of Instructions to Open a Position

3.1.1. The Client shall specify the following to give an Instruction to open a position:

- a) Instrument;
- b) Size of the trading operation.

3.1.2. To open a position via the Client Terminal without using an Expert Advisor, the Client must press the "Buy" or "Sell" button at the moment the Client is satisfied with the prices in the Company's Quotes Flow.

3.1.3. If at the moment of Client's order execution by the Company, quote has changed, than the Company opens order at the next available market price.

3.1.4. Once the Server receives the Client's Instruction to open a position, it automatically checks whether the Free Margin is sufficient to open the position:

- a) the new position is provisionally added to the list of Open Positions;
- b) the new Necessary Margin (New Margin) for the Client's aggregate position, including the provisionally added new position, is calculated at the current market prices at the moment of verification;
- c) Floating Profits/Losses on all Open Positions, including the provisionally added new position, are calculated at the current market prices;
- d) The new "Free Margin" is calculated;
- e) If, after completing calculations for the new position mentioned above, the:

"Free Margin" is more than or equal to zero and the aggregate Client position, including the provisionally added new position, does not exceed the limits set for this type of account, the position will be opened.;

"Free Margin" is more than or equal to zero and the aggregate Client position, including the provisionally added new position, exceeds the limits set for this type of account, the position will not be opened.

“Free Margin” is less than zero, the Company then has the right to decline the Instruction to open the position.

3.1.5. An Instruction to open a position shall be deemed executed and the position shall be deemed Open once the corresponding record appears in the Server Log-File.

3.1.6. Each Open Position in the Trading Platform is assigned with a Ticker.

3.1.7. An Instruction to open a position shall be declined by the Company if it precedes the first Quote for this Instrument in the Trading Platform at Market Opening.

4. Closing a Position

4.1. Processing and Execution of Instructions to Close a Position

4.1.1. The Client shall specify the following to give an Instruction to close a position:

- a) Ticker of the closing position;
- b) Transaction Size.

4.1.1. To close a position via the Client Terminal without using an Expert Advisor, the Client must press the “Close” button at the moment the Client is satisfied with the prices in the Company’s Quotes Flow.

4.1.2. In order to close position through the client’s terminal, Client should press “Close” button when he is satisfied with prices.

4.1.3. If at the moment of Client’s order execution by the Company, quote has changed, than the Company closes an order at the next available market price.

4.1.4. An Instruction to close a position shall be deemed executed and the position shall be deemed Closed once the corresponding record appears in the Server Log-File.

4.1.5. An Instruction to close a position shall be declined by the Company if it precedes the first Quote for this Instrument in the Trading Platform at Market Opening.

4.1.6. An Instruction to close a position shall be declined by the Company if it is sent to be processed while a Stop Loss or Take Profit Order for this position is in the Queue to be executed.

5. Orders

5.1. Order Types in the Trading Platform

5.1.1. The following Orders (Pending Orders) may be used to open a position in the Trading Platform:

- a) Buy Stop – an Order to open a Long Position at a price higher than the price at the time the Order is placed;
- b) Sell Stop – an Order to open a Short Position at a price lower than the price at the time the Order is placed;
- c) Buy Limit – an Order to open a Long Position at a price lower than the price at the time the Order is placed;
- d) Sell Limit – an Order to open a Short Position at a price higher than the price at the time the Order is placed;
- e) Buy – opening long position at the actual price;
- f) Sell – opening short position at the actual price.

5.1.2. The following Orders may be used to close a position:

- a) Stop Loss – an Order to close a previously opened position at a price less profitable for the Client than the opening price;

- b) Take Profit – an Order to close a previously opened position at a price more profitable for the Client than the opening price;
- c) If-Done Order – Stop Loss and/or Take Profit Orders which are activated only after their corresponding Pending Order has been executed.

5.2. Order Timing and Duration

5.2.1. The Client may only place, modify or delete Orders within the trading hours for the relevant Instrument.

5.3. Procedure for Placing an Order

5.3.1. To give an Instruction to place a Pending Order, the Client shall specify the following required parameters:

- a) Instrument;
- b) TransactionSize;
- c) Order Type (Buy Stop, Buy Limit, Sell Stop, or Sell Limit);
- d) OrderLevel.

5.3.2. The Client may also set the following optional parameters:

- a) Stop Loss level. "0.0000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);
- b) Take Profit level. "0.0000" means that Take Profit has not been placed (or has been deleted if it was placed earlier);

5.3.3. The Instruction will be declined if:

- a) any of the required parameters is not specified or is incorrect;
- b) any of the optional parameters is incorrect;
- c) the Client's Trading Account has limits in respect of the total number of Pending Orders and the Instruction exceeds these limits.

5.3.4. To give an Instruction to place a Stop Loss or Take Profit Order, the Client shall specify the following required parameters:

- a) Ticker of the Open Position;
- b) Stop Loss level. "0.0000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);
- c) Take Profit level. "0.0000" means that Take Profit has not been placed (or has been deleted if it was placed earlier).

If one or few characters used in a wrong manner when giving pending order through client's terminal, it can be declined.

5.3.5. To give an Instruction to place If-Done Orders on a Pending Order, the Client shall specify the following required parameters:

- a) Ticker of the Pending Order for which the If Done Orders are intended;
- b) Stop Loss level. "0.0000" means that a Stop Loss has not been placed (or has been deleted if it was placed earlier);
- c) Take Profit level. "0.0000" means that a Take Profit has not been placed (or has been deleted if it was placed earlier).

If any of the parameters is incorrect when placing a Pending Order via the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify" button will remain inactive.

5.3.6. When giving an Instruction to place Stop Loss and/or Take Profit Orders on an Open Position or Pending Order, the difference in Pips between the Pending Order level and the current market price must be no less than the "Limit & Stop Levels" parameter indicated for each Instrument in the Trading conditions, and the following conditions must be satisfied:

- a) for a Stop Loss Order on a Short Position: the current market price is considered the ASK price and the Order must be placed no lower than the ASK price plus the "Limit & Stop Levels" value set for this Instrument;
- b) for a Take Profit Order on a Short Position: the current market price is considered the ASK price and the Order must be placed no higher than the ASK price minus the "Limit & Stop Levels" value set for this Instrument;
- c) for a Stop Loss Order on a Long Position: the current market price is considered the BID price and the Order must be placed no higher than the BID price minus the "Limit & Stop Levels" value set for this Instrument;
- d) for a Take Profit Order on a Long Position: the current market price is considered the BID price and the Order must be placed no lower than the BID price plus the "Limit & Stop Levels" value set for this Instrument;
- e) for a Buy Limit Order: the current market price is considered the ASK price and the Order must be placed no higher than the ASK price minus the "Limit & Stop Levels" value set for this Instrument;
- f) for a Buy Stop Order: the current market price is considered the ASK price and the Order must be placed no lower than the ASK price plus the "Limit & Stop Levels" value set for this Instrument;
- g) for a Sell Limit Order: the current market price is considered the BID price and the Order must be placed no lower than the BID price plus the "Limit & Stop Levels" value set for this Instrument;
- h) for a Sell Stop Order: the current market price is considered the BID price and the Order must be placed no higher than the BID price minus the "Limit & Stop Levels" value set for this Instrument.

5.3.7. When giving an Instruction to place an If-Done Order on a Pending Order, the difference in Pips between the If-Done Order Level and the Pending Order Level must be no less than the "Limit & Stop Levels" parameter indicated for each Instrument in the Contract Specification, and the following conditions must be satisfied:

- a) A Stop Loss Order on a Buy Limit or Buy Stop Order must be placed no higher than the level of the Pending Order minus the "Limit & Stop Levels" value set for this Instrument;
- b) A Stop Loss Order on a Sell Limit or Sell Stop Order must be placed no lower than the level of the Pending Order plus the "Limit & Stop Levels" value set for this Instrument;
- c) A Take Profit Order on a Buy Limit or Buy Stop Order must be placed no lower than the level of the Pending Order plus the "Limit & Stop Levels" value set for this Instrument;
- d) A Take Profit Order on a Sell Limit or Sell Stop Order must be placed no higher than the level of the Pending Order minus the "Limit & Stop Levels" value set for this Instrument.

5.3.8. An Instruction to place an Order shall be deemed executed and the Order shall be deemed placed once the corresponding record appears in the Server Log-File.

5.3.9. Each Pending Order is assigned with a Ticker.

5.3.10. An Instruction to place an Order shall be declined by the Company if it precedes the first Quote for this Instrument in the Trading Platform at Market Opening.

5.3.11. The Company shall have the right to decline an Instruction to place an Order should, while processing this Instruction, the current Quote reach a level at which at least one of the conditions of either clause 6.3.6 or 6.3.7 be breached.

5.4. Order Modification and Deletion

5.4.1. To give an Instruction to modify Pending Order parameters (the level of the Pending Order and/or If-Done Orders), the Client shall specify the following required parameters:

- a) Ticker;
- b) PendingOrderlevel;
- c) Stop Loss level. "0.0000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);
- d) Take Profit level. "0.0000" means that Take Profit has not been placed (or has been deleted if it was placed earlier).

If any of the parameters is incorrect when placing/modifying/deleting an Order via the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify" button will remain inactive.

5.4.2. To give an Instruction to modify Stop Loss and Take Profit Orders on an Open Position, the Client shall specify the following required parameters:

- a) Ticker;
- b) Stop Loss level. "0.0000" means that Stop Loss has not been placed (or has been deleted if it was placed earlier);
- c) Take Profit level. "0.0000" means that Take Profit has not been placed (or has been deleted if it was placed earlier).

If any of the parameters is incorrect when placing/modifying/deleting Orders via the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify" button will remain inactive.

5.4.3. To give an Instruction to delete a Pending Order, the Client shall specify its Ticker.

5.4.4. An Instruction to modify or delete an Order shall be deemed executed and the Order shall be deemed modified or deleted once the corresponding record appears in the Server Log-File.

5.4.5. An Instruction to modify or delete an Order shall be declined by the Company if it precedes the first Quote for this Instrument in the Trading Platform at Market Opening. In this case, an "Off quotes" message will appear in the Client Terminal Window.

5.4.6. The Company shall have the right to decline an Instruction to modify or delete an Order should, while processing, the Order be placed in the Queue to be executed.

5.4.7. Should the processing of an Instruction to modify or delete an Order be completed only after the Order is placed in the Queue to be executed, the Company shall have the right to cancel the modification or deletion of the Order.

5.5. Order Execution

5.5.1. The Order will be placed in the queue to be executed in the following cases:

- a) A Take Profit on an Open Long Position is placed in the Queue to be executed if the BID price in the Quotes Flow becomes equal to or higher than the Order Level;
- b) A Stop Loss on an Open Long Position is placed in the Queue to be executed if the BID price in the Quotes Flow becomes equal to or lower than the Order Level;
- c) A Take Profit on an Open Short Position is placed in the Queue to be executed if the ASK price in the Quotes Flow becomes equal to or lower than the Order Level;
- d) A Stop Loss on an Open Short Position is placed in the Queue to be executed if the ASK price in the Quotes Flow becomes equal to or higher than the Order Level;
- e) A Buy Limit is placed in the Queue to be executed if the ASK price in the Quotes Flow becomes equal to or lower than the Order Level;

- f) A Sell Limit is placed in the Queue to be executed if the BID price in the Quotes Flow becomes equal to or higher than the Order Level;
- g) A Buy Stop is placed in the Queue to be executed if the ASK price in the Quotes Flow becomes equal to or higher than the Order Level;
- h) A Sell Stop is placed in the Queue to be executed if the BID price in the Quotes Flow becomes equal to or lower than the Order Level.

5.5.2. Once the Pending Order is placed in the Queue in the order to be executed, the Server automatically checks whether the Free Margin is sufficient to open the position:

- a) The new position is provisionally added to the list of Open Positions;
- b) The new Necessary Margin ("New Margin") for the Client's aggregate position, including the provisionally added new position, is calculated at the current market prices at the moment of verification;
- c) Floating Profits/Losses on all Open Positions, including the provisionally added new Position, are calculated at the current market prices;
- d) The new "Free Margin" is calculated;
- e) If, after completing calculations for the new position mentioned above, the:

"Free Margin" is more than or equal to zero and the aggregate Client position, including the provisionally added new position, does not exceed the limits set for this type of account, the Order will be executed and the position will be opened. This opening will be accompanied by a corresponding record in the Server Log-File and the position opened will hold the same Ticker as the Pending Order that opened the position;

"Free Margin" is more than or equal to zero and the aggregate Client position, including the provisionally added new position, exceeds the limits set for this type of account, the Order will be canceled. This cancellation will be accompanied by a corresponding record in the Server Log-File;

"Free Margin" is less than zero, the Company then has the right to decline the Instruction to open the position and delete the Pending Order.

5.5.3. An Order is deemed executed once the corresponding record appears in the Server Log-File.

5.5.4. All pending orders and "If-Done" orders are executed by the Company at the stated price or at the price available at the moment of execution. The price at which the order is executed may differ from the Order Level.

5.5.5. If the level of pending order or "If-Done" order gets into the price gap when market opens or in quotes steam, orders will be executed by the Company at the price available at the moment of execution. Price may be different from order level.

6. Stop Out

6.1. Stop Out levels are indicated on the Company's site in the Trading conditions section.

6.2. The Company reserves the right to close the Client's Open Positions without the consent of the Client or any prior notification if the Client's Equity falls below the Stop Out level.

6.3. The Margin Level is monitored by the Server. In the event that the conditions of clause 6.2 are fulfilled, the Server will generate an Instruction to forcefully close a position (Stop Out). A Stop Out is executed by the market Quote in the order of priority in the Queue of Client Instructions. The Client agrees that the price at which the Order is executed may be different from the Quote at which the Stop Out Instruction was generated.

A forced close of a position is accompanied by a corresponding note in the "Log-File" marked as "Stop Out".

6.4. Should the Client have several Open Positions, the first position to be placed in the Queue for involuntary closure is the position with the highest Floating Loss.

6.5. The Company shall guarantee that the execution of Stop Out for the last position, in accordance with clauses 6.2–6.3, will not result in negative Equity on the Client's Trading Account.

6.6. Should the execution of Stop Out result in negative Equity on the Client's Trading Account, there shall be compensation made to bring the Equity to \$0.

6.7. Should the execution of Stop Out result in a negative Balance on the Client's Trading Account and there are credit funds on this Trading Account, the Company shall have the right to bring the negative Balance to 0 at the expense of the credit.

6.8. The Company shall have the right to forcefully close any Open Positions of the Client without prior notification should it be required when handling a Dispute in accordance with clause 10 of these Regulations of trading transactions.

7. Special characteristic of CFD trading

7.1. Specified level of leverage at the Client's trading terminal are not distributed at the CFD contracts trading, leverage level for it defined at the contract's specification at the Company's web-site.

7.2. Purchase or sale of CFD contract does not give to Client any property rights for shares, also the right for dividends.

7.3. When the Client opens trading operation with CFD Contracts, all transactions are closed inside the Company. Counterparty in this case could be another Client or Company.

8. Procedure for Dispute Resolution

8.1. Complaint Procedure

8.1.1. Should any Dispute arise where the Client reasonably believes that the Company, as a result of any action or failure to act, breaches one or more terms of these Regulations of trading transactions, the Client shall have the right to lodge a complaint with the Company. Complaints should be received by the Company within 2 (two) Business Days of the grievance arising. In case if the Client within the specified time does not advance the claim, it shall be taken as an acceptance of the decline of advancing the claim at this certain situation.

8.1.2. For registration of claims for any uncertain situation, Client should correctly fill in standardized claim form at the specific section at the Personal account page or send an email to Company's email address. All claims, presented in a different way (at forum, by phone, fax etc.) not going to be admitted to examination.

8.1.3. A complaint must include:

- a) the Client's name and surname;
- b) the Client's login to the Trading Platform;
- c) the date and time of the complaint's origin (Trading Platform time);
- d) Tickers of all disputed positions and/or Pending Orders;
- e) description of uncertain situation.

8.1.4. The complaint must not include:

- a) emotional description/appraisal of the Dispute;
- b) offensive language;

c) obscenities or expletives.

8.1.5. The Company shall have the right to reject a complaint if any of clauses 8.1.1, 8.1.2, 8.1.3 and 8.1.4 has been breached.

8.1.6. The Server Log-File shall be the main source of information in the case of any Dispute. Information from the Server Log-File has absolute priority over all other arguments in consideration of the Dispute, including the Client Terminal Log-File.

8.1.7. Should there be no relevant record in the Server Log-File supporting the Client's grounds for the complaint, an argument referencing the existence of such a record shall be considered invalid.

8.1.8. The Company may resolve all Disputes by:

a) in consideration of compensational adjustment, transferred to the Client's trading account or deducted from the Client's trading account;

b) reopening erroneously Closed Positions;

c) deleting erroneously Opened Positions or placed Orders.

Dispute resolution shall be at the sole discretion of the Company, who in each case shall have the right to choose one of the methods described in clause 10 of these Regulations of trading transactions.

Disputes not covered under these Regulations of trading transactions shall be resolved in accordance with common market practice and the Company's judgment on a fair resolution of the Dispute.

Should the Quotes Flow be interrupted due to software and/or hardware failure, all decisions in respect of the Dispute shall be made based on synchronized Quotes in accordance with clause 2.8.1 of these Regulations of trading transactions.

8.1.9. The Company shall not be liable to the Client if, for any reason, the Client has received less profit than the Client had hoped for or has incurred a loss as a result of an uncompleted action which the Client had intended to complete.

8.1.10. Company should not cover any indirect or immaterial loss to the Client (including psychological damage etc.). As well as should not repay any profit, that Client could have earned, but hasn't earned due to the failure of the trading platform, as well as other factors affected Client's trade.

8.1.11. Controversy and claims inquiry section, considers Client's claim and make a decision about uncertain situation at the shortest period of time. The longest possible period of consideration of the claim - three business days from the moment received. In some cases this period could be extended.

8.1.12. The Company shall take all necessary steps to settle the Dispute, but in any case, no later than one business day after the decision regarding the Dispute is made.

8.2. Complaint Rejection

8.2.1. If the Client has been notified of routine maintenance on the Server in advance by Trading Platform internal mail or any other method, complaints filed concerning any unexecuted Instructions given during such maintenance shall not be accepted. The fact that the Client did not receive a notification shall not constitute grounds for a complaint.

8.2.2. Claims are not accepted for order execution time, if conditions of paragraph 5.5.1 had been observed, regardless of time period needed for the Company to execute an order, and regardless of time, when the order execution time appeared at the log-file of the server.

8.2.3. Complaints concerning the financial results of Transactions made using temporary excess Free Margin on a Trading Account, gained as a result of a profitable position (later cancelled by the Company) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error by the Company, shall not be accepted.

8.2.4. Any references made by the Client to Quotes of other companies or informational systems during the process of reviewing the Dispute are irrelevant and shall not be taken into account.

8.3. Appeal

8.3.1. If the client is not satisfied with the result of the Company's review of a disputed situation, in order to comply with the present Regulations the Client may appeal to the relevant authorities in accordance with USA law.

9. Typical Disputes and Handling Procedures

The Company shall have the right to independently initiate a review and resolution of a Dispute in accordance with these Regulations of trading transactions. The maximum period for considering a Dispute and taking steps towards resolution is three days. However, in certain situations, this period may be extended.

9.1. Placement and Modification of Pending and If-Done Orders

9.1.1. Pending Orders and/or If-Done Orders are considered to be erroneously placed or modified in the following cases:

- a) the Instruction precedes the first Quote for this Instrument in the Trading Platform at Market Opening;
- b) the Client's Instruction to place a Pending Order is sent when an Error Quote (Spike) appears in the Trading Platform and is thus in breach, as the Server did not check the validity of the Instruction based on the Quote prior to the Spike, but on the Spike itself;
- c) the Order is placed or modified in breach of clause 5.3.6 or 5.3.7 due to a Manifest Error on the part of the Company;
- d) the Order is placed or modified in breach of clause 5.3.6 or 5.3.7 due to a failure in the software of the Trading Platform.

In these cases, the Company, pursuant to clause 9.1.1 of these Regulations of trading operations or after a reasonable Client-lodged complaint, shall:

- a) delete the Pending Order if it has not been triggered yet;
- b) delete the position opened as a result of the Pending Order's execution.

9.1.2. If the Pending Order is placed in the Queue to be executed, but the Company erroneously confirms its modification, then the Company shall have the right to trigger this Pending Order at the level set before the last modification.

9.1.3. No complaints shall be accepted should the Client be unable to place a Pending Order or modify the levels of Pending Orders and/or If-Done Orders:

- a) because of a poor Internet connection on the side of the Client or the Server and in the absence of records in the Server Log-File to prove the Client's attempt(s) to give such an Instruction;
- b) if the Client's Instruction to place a Pending Order is sent when an Error Quote (Spike) appears in the Trading Platform and is thus in breach, as the Server did not check the validity of the Instruction based on the Quote prior to the Spike, but on the Spike itself;
- c) if the Instruction precedes the first Quote for this Instrument in the Trading Platform at Market Opening;
- d) as a result of a Manifest Error on the part of the Company or if the Company has not processed the Client's Instruction, and there are no records in the Server Log-File to prove the Client's attempt(s) to give such an Instruction;
- e) due to the failure of the Trading Platform software and/or hardware and the absence of records in the Server Log-File to prove the Client's attempt(s) to give such an Instruction.

9.1.4. No complaints shall be accepted should the Client be unable to place a Pending Order or modify the levels of Pending and/or If-Done Orders if the Pending Order has been already placed in the Queue to be executed.

9.1.5. Should the Company not execute an Instruction to place a Pending Order or modify the levels of the Pending Order and/or If-Done Orders:

- a) because of a poor Internet connection on the side of the Client or the Server;
- b) as a result of a Manifest Error on the part of the Company;
- c) due to the failure of the Trading Platform software and/or hardware;

and the simultaneous execution of the following conditions:

- a) the Server Log-File has record(s) to prove the Client's attempt(s) to give such an Instruction;
- b) it is the latest attempt to place a Pending Order or modify the level of the Pending Order and/or If-Done Orders.

During the process of Dispute resolution, the Company shall have the right to trigger the Pending and If-Done Orders in the chronological order they would have been triggered, had the Client's Instruction been executed at the time it was received by the Server.

The Client acknowledges that the Client will not be able to manage the Pending Order or position while the Dispute regarding this Pending Order or position is under consideration and that no complaints concerning this matter shall be accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and that the Instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

9.2. Deletion of Pending Orders

9.2.1. If a Pending Order is placed in the Queue to be executed, but the Company has executed the Instruction to delete the Pending Order, then the Company shall have the right to delete the Order.

9.2.2. If the Server Log-File has recorded the Client's attempt(s) to delete a Pending Order, but the Order has not been cancelled:

- a) because the Company has not executed the Client's Instruction to delete the Pending Order;
- b) as a result of a Manifest Error on the part of the Company;
- c) because the Pending Order has been placed in the Queue to be executed at an Error Quote (Spike);
- d) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;
- e) because of a poor Internet connection on the side of the Client or the Server,

The Company initiates the process of Dispute resolution in accordance with clause 9.1.1 or after a reasonable Client-lodged complaint, the Company shall:

- a) Delete the Pending Order if it has not been triggered yet;
- b) Delete the position opened as a result of the Pending Order's execution.

9.2.3. No complaints shall be accepted should the Client be unable to delete a Pending Order:

- a) before the first Quote for this Instrument appears in the Trading Platform at Market Opening;
- b) after the Pending Order has been placed in the Queue to be executed;

c) in the absence of records in the Server Log-File to prove the Client's attempt(s) to give such an Instruction.

9.2.4. Should a Pending Order be deleted by mistake:

- a) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;
- b) because of insufficient Free Margin to open the position as a result of an Error Quote (Spike) in the Quotes Flow at which Floating Profits/Losses for Open Positions have been calculated;
- c) because of insufficient Free Margin to open a position as a result of a Dispute concerning another Order or position (only if the complaint concerning another Order or position was judged reasonable by the Company), the Pending Order shall not be restored and no complaints concerning this matter shall be accepted.

9.3. Execution of Pending Orders

9.3.1. If a Pending Order has been erroneously executed:

- a) at an Error Quote (Spike);
- b) as a result of a Manifest Error on the part of the Company;
- c) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;

The Company shall have the right, in accordance with clause 9.1.1 of the present Regulations of trading transactions or after a reasonable Client-lodged complaint, to delete the position opened as a result of the erroneous execution of a Pending Order and

- a) to restore the erroneously executed Order if, during the decision process, the level of the Pending Order is positioned correctly relative to the current market price (clause 5.3.6);
- b) to cancel the erroneously executed Order if, during the decision process, the level of the Pending Order is positioned incorrectly relative to the current market price (clause 5.3.6). In this case, no Client complaints concerning this matter shall be accepted.

9.3.2. Should the Company erroneously execute a Pending Order at a price different from the price at which the Company should have executed it in accordance with clauses 5.5.3-5.5.5, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after a reasonable Client-lodged complaint, the Company shall credit/debit the Client's Trading Account with the difference between the financial results of opening a position at the actual opening price and opening a position at the price at which the Order should have been executed in accordance with clauses 5.5.3-5.5.5.

9.3.3. If the Company, in accordance with clauses 5.5.4, 5.5.5, had the right to trigger a Buy Stop or Sell Stop Order at the first Quote after the Gap, but the Company executed it at the Pending Order Level; and the Company initiates the process of Dispute resolution in accordance with clause 9.1, the Company shall have the right to withdraw from the Client's Trading Account the difference between the financial results of opening a position at the Pending Order Level and opening a position at the first Quote after the Price Gap.

9.3.4. If the Company, in accordance with clauses 5.5.4, 5.5.5, should have triggered a Buy Limit or a Sell Limit Order at the first Quote after the price Gap, but executed it at the Pending Order Level; and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after a reasonable Client-lodged complaint, the Company shall indemnify the difference between the financial results of opening a position at the Pending Order Level and opening a position at the first Quote after the Price Gap.

9.3.5. In case of wrong, in Client's opinion, not execution of pending order and acceptance of claim confess, Company working over the order and opening it at the price available at the moment of assumed order activation.

9.3.6. The Company needs a reasonable amount of time to execute Client Orders. Before lodging a complaint in accordance with clause 9.3.5, the Client should be certain that there has been sufficient time to execute the Order.

9.3.7. No complaints shall be accepted if the Pending Order has not been executed:

- a) at Error Quote (Spike);
- b) because of insufficient Free Margin to open a position as a result of a Dispute concerning another Order or position (only if the complaint concerning another Order or position was judged reasonable by the Company). In this case, the Pending Order shall be cancelled automatically and will not be reopened;
- c) in the case that the aggregate Client position would have exceeded preset limits specified for this type of account after the Order had been executed.

9.3.8. Should one or several Pending Orders from the same Trading Account be placed in the Queue to be executed, the Company shall have the right to refuse to execute one or several Orders should the Free Margin be insufficient or the limits on the aggregate Client position for this type of account are exceeded. Orders may be executed by the Company in a different order than that in the Queue.

9.4. Procedure for Placing, Modifying and Deleting Stop Loss and Take Profit

9.4.1. If a Stop Loss or Take Profit Order was placed in the Queue to be executed, but the Company erroneously confirmed its modification (deletion), the Company shall have the right to execute this Order at the level set prior to this erroneous modification (deletion).

9.4.2. No complaints shall be accepted should the Client be unable to place, modify or delete a Stop Loss or a Take Profit Order:

- a) because of a poor Internet connection on the side of the Client or the Server and in the absence of records in the Server Log-File to prove the Client's attempt(s) to give such an Instruction;
- b) if the Client's Instruction to place or modify the Order is sent when an Error Quote (Spike) appears in the Trading Platform and is thus in breach of clause 5.3.6, as the Server did not check the validity of the Instruction based on the Quote prior to the Spike, but on the Spike itself;
- c) if the Instruction precedes the first Quote for this Instrument in the Trading Platform at Market Opening;
- d) in breach of clause 5.3.6 as a result of a Manifest Error on the part of the Company or if the Company has not processed the Client's Instruction, and there are no records in the Server Log-File to prove the Client's attempt(s) to give such an Instruction;
- e) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware and the absence of records in the Server Log-File to prove the Client's attempt(s) to give such an Instruction.

9.4.3. No complaints shall be accepted should the Client be unable to modify or delete a Stop Loss or Take Profit Order if it has been placed in the Queue to be executed.

9.4.4. If the Company has not executed the Instruction to place, modify or delete a Stop Loss or a Take Profit:

- a) because of a poor Internet connection on the side of the Client or the Server;
- b) as a result of a Manifest Error on the part of the Company;
- c) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;

and:

- a) the Server Log-File has record(s) to prove the Client's attempt(s) to give such an Instruction, and
- b) it is the latest attempt to place, modify or delete the Stop Loss or the Take Profit Order, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after a reasonable Client-lodged complaint, the Company shall execute the Instruction to place, modify or delete the Stop Loss or the Take Profit Order.

The Client acknowledges that the Client will not be able to manage the position while the Dispute regarding this position is under consideration and that no complaints concerning this matter shall be accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

During the process of Dispute resolution, the Company shall have the right to trigger Stop Loss or Take Profit Orders in the chronological order they would have been triggered, had the Client's Instruction been executed at the time it was received by the Server.

9.4.5. Stop Loss and Take Profit Orders are considered to be erroneously placed or modified in the following cases:

- a) The Instruction precedes the first Quote for this Instrument in the Trading Platform at Market Opening;
- b) if the Client's Instruction to place or modify the Order is sent when an Error Quote (Spike) appears in the Trading Platform and is thus in breach of clause 5.3.6, as the Server did not check the validity of the Instruction based on the Quote prior to the Spike, but on the Spike itself;
- c) The Order is placed or modified in breach of clause 5.3.6 due to a Manifest Error on the part of the Company;
- d) As a result of the failure, malfunction or misuse of the Trading Platform software and/or hardware.

If Stop Loss or Take Profit Orders are considered to be erroneously placed or modified, the Company shall have the right to delete the Order or cancel its last modification.

9.5. Execution of Stop Loss and Take Profit

9.5.1. If the Company erroneously executes a Stop Loss or a Take Profit:

- a) at an Error Quote (Spike);
- b) because the Company makes a Manifest Error and clause 5.5.1 is breached;
- c) because of failure, malfunction or misuse of the Trading Platform software/hardware and clause 5.5.1 is breached, while carrying out a review in accordance with clause 9.1, or if the Client lodges a complaint which is recognized as reasonable, the Company has the right to reopen the erroneously Closed Position within 24 hours from the moment the Dispute arises.

The Client acknowledges that the Client will not be able to manage the position while the Dispute in respect of this position is being considered and no complaints in respect of this matter are accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Instruction has been executed. The Client accepts full responsibility for all the risks in this respect.

9.5.2. If a Stop Loss or a Take Profit is not executed but should have been in accordance with clause 5.5.1, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after a reasonable Client-lodged complaint, the Company shall have the right to:

- a) Close the position at the current Quote if it was not closed earlier;
- b) Credit/Debit the difference between the financial results of closing the position at the actual closing price and closing the position at the price at which the Order should have been triggered in accordance with clause 5.5.1.

The Company shall have the right to reject the complaint should the Client modify or delete the Order in question after the Dispute arises and before a decision on the complaint is made.

9.5.3. No complaints shall be accepted should a Stop Loss or a Take Profit Order not be executed at an Error Quote (Spike).

9.5.4. Should the Company execute a Stop Loss Order at a price which differs from the price at which the Order should have been executed in accordance with clause 5.5.1, and the Company initiates the process of Dispute

resolution in accordance with clause 9.1, the Company shall have the right to withdraw from the Client's Trading Account the difference between the financial results of closing the position at the actual closing price and closing the position at the price at which the Order should have been triggered in accordance with clause 5.5.1.

10.5.5. Should the Company execute a Take Profit Order at a price which differs from the price at which the Order should have been executed in accordance with clause 5.5.1, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after a reasonable Client-lodged complaint, the Company shall pay the Client the difference between the financial results of closing the position at the actual closing price and closing the position at the price at which the Order should have been triggered in accordance with clause 5.5.1.

9.5.6. Should the Company execute a Stop Loss or Take Profit Order at a price which differs from the price at which the Order should have been executed in accordance with clauses 5.5.4, 5.5.5 and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after a reasonable Client-lodged complaint, the Company shall credit/debit the Client's Trading Account with the difference between the financial results of closing the position at the actual closing price and closing the position at the price at which the Order should have been triggered in accordance with clauses 5.5.4, 5.5.5.

9.6. Execution of Stop Out

9.6.1. If the Company erroneously executes a Stop Out:

- a) at an Error Quote (Spike);
- b) in breach of clause 6.2 due to a Manifest Error on the part of the Company;
- c) in breach of clause 6.2 due to the failure, malfunction or misuse of the Trading Platform software and/or hardware;
- d) because of insufficient Free Margin to open the position as a result of an Error Quote (Spike) in the Quotes Flow at which Floating Profits/Losses for Open Positions have been calculated;
- e) because of insufficient Free Margin to open a position as a result of a Dispute concerning another Order or position (only if the complaint concerning another Order or position was judged reasonable by the Company), while carrying out a review in accordance with clause 9.1, or after a reasonable Client-lodged complaint, the Company shall have the right to reopen the erroneously Closed Position.

If the Company has not reopened the erroneously Closed Position within 24 hours of the Dispute arising, the position will not be reopened and no complaints shall be accepted concerning its reopening.

The Client acknowledges that the Client will not be able to manage the position while the Dispute regarding this position is under consideration and that no complaints concerning this matter shall be accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

During the process of Dispute resolution, the Company shall have the right to trigger Stop Loss or Take Profit Orders in the chronological order they would have been triggered, had Stop Out not been erroneously executed.

9.6.2. The Company needs a reasonable amount of time to execute a Stop Out Instruction. No complaints concerning Instruction execution time shall be accepted, regardless of how long the Company took to execute the Instruction and how long it took before the record appeared in the Server Log-File, provided that clause 6.2 has not been breached.

9.7. Opening/Closing a Position

9.7.1. No complaints shall be accepted should the Client be unable to open/close a position:

- a) because of a poor Internet connection on the side of the Client or the Server; and in the absence of records in the Server Log-File to prove the Client's attempt(s) to give such an Instruction;

- b) at an Error Quote (Spike);
- c) if the Instruction precedes the first Quote for this Instrument in the Trading Platform at Market Opening;
- d) as a result of a Manifest Error on the part of the Company or if the Company has not processed the Client's Instruction to open/close a position, and there are no records in the Server Log-File to prove the Client's attempt(s) to give such an Instruction;
- e) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware and absence of records in the Server Log-File to prove the Client's attempt(s) to give such Instruction.

9.7.2. If the Company has not executed the Instruction to open a position:

- a) because of a poor Internet connection on the side of the Client or the Server;
- b) as a result of a Manifest Error on the part of the Company;
- c) due to the failure, malfunction or misuse of the Trading Platform software and/or hardware,
and
- a) the Server Log-File has record(s) to prove the Client's attempt(s) to give such an Instruction;
- b) it is the latest attempt to open a position on this Instrument, and the Company initiates the process of Dispute resolution in accordance with clause 9.1 or after a reasonable Client-lodged complaint, the Company shall execute this Instruction to open a position.

The Client acknowledges that the Client will not be able to manage the position while the Dispute regarding this position is under consideration and that no complaints concerning this matter shall be accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

During the process of Dispute resolution, the Company shall have the right to trigger Stop Loss or Take Profit Orders in the chronological order they would have been triggered, had the Client's Instruction been executed at the time it was received by the Server.

9.7.3. If the Company has not executed an Instruction to close a position as a result of:

- a) a poor Internet connection on the side of the Client or the Server;
- b) a Manifest Error on the part of the Company;
- c) the failure, malfunction or misuse of the Trading Platform software and/or hardware,
and
- a) the Server Log-File has record(s) to prove the Client's attempt(s) to give such an Instruction;
- b) it is the latest attempt to open a position on this Instrument, and the Company initiates the process of Dispute resolution in accordance with clause 10.1 or after a reasonable Client-lodged complaint, the Company shall execute this Instruction to close a position.

The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Instruction has been executed. The Client shall accept full responsibility for all risks in this respect.

9.7.4. No complaints shall be accepted should the Client be unable to open a position:

- a) because of insufficient Free Margin to open the position as a result of an Error Quote (Spike) in the Quotes Flow at which Floating Profits/Losses for Open Positions have been calculated;
- b) because of insufficient Free Margin to open a position as a result of a Dispute concerning another Order or position;
- c) due to the limits on the aggregate Client position and/or the total number of Orders placed for this type of account being exceeded.

10.7.5. The Company shall have the right to delete a position if:

- a) the Instruction to open the position precedes the first Quote in the Trading Platform at Market Opening and the Company erroneously executes it at the closing price of the previous trading session;
- b) the Company erroneously executes the Instruction to open the position at an Error Quote (Spike);
- c) there is a Manifest Error on the part of the Company while processing the Client's Instruction to open the position.

9.7.6. The Company shall have the right to delete a position if:

- a) the Instruction to close a position precedes the first Quote in the Trading Platform on the Market Opening and the Company erroneously executes it at the close price of the previous trading session; or
- b) the Company erroneously executes the Instruction to close a position at an Error Quote (Spike);
- c) the Company makes a Manifest Error while processing the Instruction to close a position;
- d) a position is closed by mistake due to the failure, malfunction or misuse of the Trading Platform software / hardware, and the Company initiates a Dispute resolution in accordance with clause 9.1 or the Client lodges a complaint which is recognized by the Company as reasonable, the Company has the right to reopen the erroneously Closed Position.

If within 24 hours the erroneously Closed Position has not been reopened by the Company, the position will not be reopened and no complaints are accepted in respect of its reopening.

The Client acknowledges that the Client will not be able to manage the position while the Dispute in respect of this position is being considered and no complaints in respect of this matter are accepted.

The Client acknowledges that the Company shall not be obligated to notify the Client that the Dispute has been resolved and the Instruction has been executed and the Client takes full responsibility for all the risks in this respect.

9.7.7. The Company has a right to cancel the order of the Client if:

- a) An order has been given before the first quote at the trading platform when market opened, and the Company by mistake has executed it at the closing price of the previous day;
- b) Company by mistake had executed Client's order at the non-market price;
- c) Company had obvious mistake when executing Client's order for opening or closing an order.

9.7.8. When the trading approach of the Client does not allow for the processing of Orders in the prescribed fashion on the account being used, the company reserves the right to request that the client change Account Types.

The company also reserves the right to sever ties with a client in the event of the latter's refusal to abide by the terms offered by the company.

The Company may inform the Client of the request to change Account Types by any of the following means:

a) phone;

b) letter sent to the registered email address.

If the Company does not receive a response from the Client within three days of the Client receiving the notification, the Company reserves the right to block trading on the account(s) in question until agreement is reached concerning all future activity on the account(s), and all necessary operations on the account(s) have been brought to a close.

9.7.9. Company has a right to correct any trading operation if there is substantial difference between indicative data and actual execution of the trading order from the liquidity supplier.

9.7.10. Company has a right to declare invalid any trading operation if the liquidity supplier denied making actual execution.

9.7.11. Company reserves a right to review the meaning of any trading order at the trading terminal, depending on real market situation at the moment of execution and change financial result for closed orders to the actual, no matter of the limitation of action of the trading order.

U.S.B. Group, Limited Liability Company

Represented by the general manager Mr. Andrew Moray, acting on the basis of the Statute.



Mr. Andrew Moray
General Manager of U.S.B. Group, LLC

