# Regulations for processing trade transactions

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**JPB**
JUST PROFIT BROKER

Authority with company number (reg.nr:2024-00317). Registered address: The Registered Office of the Company will be located at the offices of Fortigate Offshore Investment and Legal Services Ldt. Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia. v based company which is regulated by the laws of that country.

**REGULATIONS FOR PROCESSING TRADE TRANSACTIONS**

## 1. General provisions

1.1 This regulation defines the procedure for processing and executing Client requests and requests for trading operations: opening and closing trading positions, placing, deleting and changing order levels.

1.2 This regulation also aims to define:

principles of performing trading operations in normal market conditions and features of their performance in conditions other than normal;

actions of the Company in relation to the Client's open positions in case of insufficient margin;

the Company's actions in relation to the Client's open positions in case of execution errors and quotations, failures of the Company's equipment and other violations of the normal operation of the trading platform;

the Company's actions in relation to the Client's closed positions in case of detection of margin insufficiency, execution and quotation errors, failures of the Company's equipment and other violations of the normal operation of the trading platform detected after the closing of the trading operation;

actions of the Company in case of emergencies and force majeure;

dispute settlement procedure and methods of information exchange between the Client and the Company.

1.3 In case of inconsistency of certain provisions of these Regulations with certain provisions of the Client Agreement and other documents of the Company, the provisions of these Regulations apply. This circumstance does not entail the invalidity of the remaining provisions of the listed documents.

1.4 These Regulations are an integral part of any contract concluded between the Company and the Client.

1.5 The Company has the right to make changes to these Regulations without prior notice to the Client. The changes come into force from the moment of publication of the new version of the Regulations. Trading operations that are not completed at the time of entry into force of the new version of the Regulations are regulated according to the current version of the Regulations.

1.6 Words used in the singular also denote the plural and vice versa. Words used in any gender also mean other genders.

1.7 Unless otherwise specified, a reference to a paragraph, a party or a chapter is, respectively, a reference to a paragraph, a party or a chapter of this Regulation.

1.8 These Regulations, the Client Agreement and the Risk Notification should be carefully read by the Client, as they define all the conditions under which the Client performs trading operations.

## 2. General principles of processing Client's trading orders

2.1 The Client submits applications to the Company for the following types of trading operations:

Buy – an application for the purchase of a financial instrument;

Sell — an application for the sale of a financial instrument;

Buy Stop is an application for placing a pending order, which is transformed into a Buy order in case of execution. The price level defined in the application is higher than the current price at the time of application submission;

Sell Stop is an application for placing a pending order, which is automatically transformed into a Sell in case of execution. The price level defined in the application is lower than the current price at the time of application submission;

Buy Limit – an application for placing a pending order, which is automatically transformed into Buy in case of execution. The price level defined in the application is lower than the current price at the time of application submission;

Sell Limit – an application for placing a pending order, which is automatically transformed into a Sell in case of execution. The price level defined in the application is higher than the current price at the time of application submission.

2.2 When performing trading operations, the mechanism for executing trading orders is used: "Market Execution". The type of mechanism used is determined by the type of trading account opened by the Client in the Company. Futures trading is only available on "Market Execution".

2.3 Processing of Client orders for a trading operation submitted via the client terminal goes through the following stages:

The client makes an application, which is checked for correctness in the client terminal;

the client terminal sends an application to the trading server;

if there is a stable connection between the client terminal and the server, the Client's request is sent to the server and is checked for correctness;

the correct Client's request is placed in a queue sorted by the time of receipt of the request or request, while the current status of processing the request or request is displayed in the "Order" window of the client terminal: "Order accepted";

applications that have entered the queue before other applications are submitted for processing, while the current status of application processing is displayed in the "Order" window of the client terminal: "Order in execution";

the result of processing the client request is sent to the server;

the server sends the result of processing the client request to the client terminal;

if there is a stable connection between the client terminal and the server, the client terminal receives the result of processing the client request.

2.4 The Company rejects the Client's applications that have not passed the correctness check.

2.5 The Client has the right to cancel the previously submitted application only while it is in the queue and has the status "Order accepted". To cancel, the Client must click the "Cancel order" button. The Client cannot cancel the

request sent by his Advisor.

2.6 The Client does not have the right to cancel an application sent earlier if it has already been received for processing and has the status "Order in execution".

2.7 The processing time of the application depends on the quality of communication between the client terminal and the server, as well as on the state of the market. Under normal market conditions, the processing time of the Client's request is usually 1-10 seconds. In market conditions other than normal, the processing time of the application may increase. At the same time, each Client request placed in the queue for processing has a finite waiting time for processing. The maximum processing time of an application is 2 (two) minutes from the moment it is received on the trading server. If the request has not been processed during this time, it is automatically removed from the queue as no longer relevant.

2.8 The Company has the right to reject the Client's request in the following cases (in this case, one of the messages will appear in the client terminal window: "No price", "Rejected by the dealer", "Not enough money", "Trading is prohibited"):

at the opening of the market, if the Client submits an application before the first market quotation is received in the trading platform;

at the close of the market, if the Client submits an application after the last market quotation has been received in the trading platform;

if during the processing of the Client's request, the Company has lost a stable connection to the server;

if, during the processing of the Client's request, the trading server has lost a stable connection with the quotation sources;

when the Client does not have enough free margin to open a position on the requested volume;

under market conditions other than normal;

if this Client has recently had the ratio of the number of applications sent to completed transactions consistently exceeds reasonable limits;

due to exceeding the existing limits on the volume of the total client position and/or the total number of orders placed for this type of account.

2.9 The Client Terminal is the main means for the Client to submit applications of the Company.

2.10 The minimum processing time for all requests on the server should be at least 5 minutes from the moment the position is opened. Transactions that are valid for less than 5 minutes are cancelled by the company.

### 3. Execution of trading operations

3.1 A trading operation to open a buy position takes place at the Ask price. The trading operation to open a position for sale takes place at the Bid price.

3.2 The trading operation to close a buy position takes place at the Bid price. The trading operation to close a sell position takes place at the Ask price.

3.3 When using the Client's trading execution system "Market Execution", the Company guarantees the Client the execution of the order under normal market conditions and subject to its correctness.

3.4 When using the "Market Execution" Client's trading order execution system, the Company does not guarantee the execution price. During the execution of the application, the execution price may change significantly both to the benefit of the Client and vice versa.

3.5 In market conditions other than normal, the application may be rejected by the Company or executed at a price different from the stated one.

3.6 Any order of the Sell Stop, Buy Stop, Sell Limit or Buy Limit type will be executed at the first received quote after the price reaches the level specified by the Client when setting the order parameters.

3.7 A Stop Loss order will be executed at the first received quote after the price reaches the level specified by the Client when setting the order parameters.

3.8 An order of the Take Profit type will be executed at the price specified by the Client when setting the order parameters, after the specified price level is reached.

3.9 Multidirectional trading is prohibited on accounts located in the same personal account and/or on affiliated accounts.

3.10 Trading conditions for clients of partner groups may differ from the general conditions stated on the website.

The Client confirms his consent to the conditions other than the standard ones by agreeing to the provisions of this document when opening a trading account.

### 4. Postponing a position to the next day

4.1 The process of transferring open positions to the next day begins at 23:59:45 by the time of the trading server and, without fail, is carried out for all positions that remained open during the period from 23:59:45 to 23:59:59 by the time of the server. Swaps on such positions may be credited or debited to the Client's trading account for the transfer of a position to the next day.

4.2 Swaps are accrued every trading day. From Wednesday to Thursday, swaps are charged in triple amounts for Saturday and Sunday due to the fact that the trading server does not work on these days.

### 5. Spreads and commissions

5.1 In normal market conditions, the Company maintains the Spread for each financial instrument in the range specified in the contract specifications, but the Company does not guarantee this in market conditions other than normal.

5.2 The Client is obliged to pay the commission and other costs to the Company in the amounts specified in the

contract specifications.

## 6. Leverage and margin

6.1 The Company provides Clients with leverage from 1:1 to 1:2000, depending on the type of account and/or the underlying asset of the financial instrument.

6.2 The Company may also provide a margin loan to the Client on the terms and term specified in the relevant specifications published on the Company's website or in other documents.

6.3 The Client undertakes to deposit and maintain on his trading account the initial margin and/or hedged margin in the amount established by the Company in accordance with this Agreement, the relevant Regulations and margin requirements specified in the contract specifications.

6.4 The Client undertakes to independently monitor the level of the required margin on his trading account.

6.5 The Company has the right to apply the above rules both in relation to already opened positions and in relation to newly opened positions.

6.6 The Company has the right to provide the Client with bonuses and a personal deposit of the Company by crediting them to his trading account in accordance with the conditions specified on the Company's website.

6.7 Personal bonuses and the Company's deposit provided by the Company are credited to each client individually. The Company has the right to withdraw the personal bonuses and the Company's deposit at any time.

## 7. Quote flow

7.1 The Company provides quotes to the Client via the Client terminal.

7.2 The server of the Company's trading platform is the only reliable source of quotations that the Parties use in any relationship arising from the Client Agreement, Regulations and other documents of the Company.

7.3 Quotes of financial instruments received by the Client through the client terminal when trading using the "Market Execution" technology are indicative and may not coincide with the quotes that the Company will offer him in response to the request.

7.4 The current rates of the underlying assets are the rates calculated by the Company on the basis of quotations received by the Company. All issues related to determining the level of market prices are within the sole competence of the Company.

7.5 The Client unconditionally acknowledges that the quotes provided by the Company are the only true ones for the Company's Clients, and no claims regarding the discrepancy of the Company's quotes with other sources are considered.

7.6 The Company has the right to revise any quotations provided by it for any time period, if such quotations, in the opinion of the Company, fall under the definitions of "non-market quotation" and/or "Market conditions other than normal" and/or "Obvious error" described in these Regulations and/or in "Terms and Definitions", and review the

financial results of trading operations performed on these quotes.

7.7 In case of an unplanned interruption in the flow of quotations of the trading server caused by any hardware or software failure, the Company has the right to synchronize the quotation database on the trading server with other sources in order to restore the continuity of the quotation history. In this case, the Company has the right, but is not obliged to review the financial results of the Client's trading operations performed during this period.

## 8. Opening a position using the "Market execution" system

8.1 When submitting an application for opening a position, the Client must necessarily indicate the type of trading operation, the name of the financial instrument and the volume of the trading operation.

8.2 Optional parameters are "Comment", "Expiration".

8.3 To open a position via the client terminal without using an Expert Advisor, the Client must click the "Buy by Market" or "Sell by Market" button at the moment when the Company's streaming prices suit him.

8.4 In order to open a position through the client terminal using an Expert Advisor, an application for a trading operation is generated and executed, which is executed according to the quote relevant at the time of execution.

## 9. Processing applications for opening a position

9.1 When the Client's request to open a position is received on the server, the status of the trading account is automatically checked for the presence of free margin for the position being opened:

a new position is virtually added to the list of open positions;

the total client position is recalculated and a new size of the required margin is determined: for locked positions — based on the hedged margin, for non—locked positions - based on the initial margin calculated by the weighted average (by volume) price of non-locked positions;

the free margin is calculated, while floating gains/losses on all open positions are estimated at the current quotes;

if the free margin is greater than or equal to zero, the position is opened. The opening of a position is accompanied by a corresponding entry in the server log file;

if the free margin is less than zero, the Company has the right not to open a position, which is accompanied by a corresponding entry in the server log file with the comment "no money".

9.2 If, at the time of processing the Client's request by the Company, the current quotation for the financial instrument has changed, the Company has the right to use the new price (Bid/Ask). In this case, the client's request is processed at the new price.

9.3 An application for opening a position will be rejected by the Company if it was received for processing at the moment when the trading server lost contact with the sources of quotations. At the same time, the message "Off quotes" / "No price" will appear in the client terminal window.

9.4 The Client's request to open a position is considered processed, and the position is open after the corresponding entry appears in the server log file. Each opened position in the trading platform is assigned a unique ticket. If the maximum processing time of the application specified in these Regulations is reached, time is required to make sure that the application has not been executed. In this case, the Client's requests will be rejected before the completion of the above operation. At the same time, the message "Trade Timeout" will appear in the client terminal window.

9.5 The application for opening a position is processed only if a quote following the current one appears on the trading platform for the financial instrument specified in the application. If there is no new quote, the request will be rejected with the message "Off quotes" / "No price" in the client terminal.

## 10. Closing a position using the "Market execution" system

10.1 When submitting an application for closing a position, the Client must necessarily indicate the ticket of the position being closed and the volume of the trading operation.

10.2 To close a position via the Client terminal without using an Expert Advisor, the Client must click the "Close" / ("Close") button at the moment when the Company's streaming prices suit him.

10.3 In order to close a position through the client terminal using an Expert Advisor, an application for a trading operation is generated and executed, which is executed at a quote that is current at the time of execution.

## 11. Processing applications for closing a position

11.1 In order to close a position through the client terminal, an order for closing a position is generated using the Expert Advisor.

11.2 If, at the time of processing the Client's request, the current quotation for the instrument has changed, the Company has the right to use the new price (Bid/Ask). In this case, the Client's request is processed at the new price.

11.3 The Client's request to close a position is considered processed, and the position is closed after the corresponding entry appears in the server log file.

11.4 An application for closing a position will be rejected if it is received for processing at the moment when the order for closing a position (Stop Loss or Take Profit) is in the queue for execution. At the same time, the message "Off quotes" / "No price" will appear in the client terminal window.

11.5 An application for closing a position will be rejected if it was received for processing at the moment when the trading server lost contact with the sources of quotations. At the same time, the message "Off quotes" / "No price" will appear in the client terminal window.

## 12. Types of pending orders

12.1 The following types of position opening orders (pending orders) can be placed on the trading platform:

"Buy Stop" involves opening a long position at a price higher than the current price at the time of placing the order;

"Sell Stop" involves opening a short position at a price lower than the current price at the time of placing the order;

"Buy Limit" involves opening a long position at a price lower than the current price at the time of placing the order;

"Sell Limit" involves opening a short position at a price higher than the current price at the time of placing the order.

12.2 The following orders can be used to close a position:

"Stop Loss" involves closing a previously opened position at a price less favorable to the Client than the current price at the time of placing the order;

"Take Profit" involves closing a previously opened position at a price more favorable to the Client than the current price at the time of placing the order.

### 13. Time of placement and period of validity of pending orders

13.1 Orders may be placed, modified or deleted by the Client only during the period when trading on this instrument is allowed. The trading time for each instrument is specified in the contract specifications.

13.2 For instruments whose pending orders have the GTC status ("Good Till Cancelled" / "Valid until cancelled"), the Client can limit the validity period of the order by setting a specific date and time in the "Expire" / "Expiration" field. Otherwise, the order is accepted for an indefinite period, limited by the duration of the Client Agreement, in the case of a CFD instrument until the expiration of the contract. The order status for each instrument is specified in the contract specification.

13.3 For all financial instruments, "Stop Loss" and/or "Take Profit" position closing orders have the GTC status ("Good Till Cancelled" — valid until cancellation) and are accepted for an indefinite period limited by the duration of the Client Agreement or the expiration of the contract.

### 14. Processing of applications for placement or modification of pending orders

14.1 To place a pending order via the Client terminal, without using an Expert Advisor, the Client must select the type of operation "Pending Order" and click the "Place order" button.

14.2 After that, the trading terminal checks the correctness of the parameters of the pending order, taking into account the Stop/Limit levels for this symbol specified in the contract specifications. At the same time, there is no check of margin sufficiency to open this order.

14.3 If the parameters of the pending order are correct, an application for its installation is sent to the server, which is instantly executed. Otherwise, the Client receives a message from the trading terminal "Invalid S/L or T/P".

14.4 To modify the parameters of a pending order or delete it, the Client must select the type of operation "Change Order". All parameters of a pending order are subject to modification, except for its volume.

14.5 A pending order and/or its parameters are considered to have been mistakenly placed or modified in the following cases:

if this happened before the arrival of the first quotation for this instrument at the opening of the market;

in case of incorrect, due to the arrival of a non-market quotation, positioning of the pending order level relative to the last quotation that preceded the non-market quotation and was not recognized as non-market;

if the order was placed or modified due to an obvious error of an employee of the Company;

if the order was placed or modified due to a failure in the trading platform software.

14.6 If the order or position opened as a result of the execution of this pending order was found to be erroneous, the Company has the right to delete this pending order or position, or to revise the financial result of this position.

14.7 If a pending order is queued for execution, but by mistake the modification of the level of the pending order was confirmed, the Company has the right to execute the order at the level that was specified in the order before the last modification.

14.8 If a pending order is queued for execution and an order deletion request has been executed, the Company has the right to delete this pending order.

| 15. Execution of pending orders |
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15.1 The Order is placed in the queue for execution in the following cases:

the "Take Profit" order for an open long position is placed in the queue for execution if the Bid price in the server's quote stream becomes equal to or higher than the order level;

a Stop Loss order for an open long position is placed in the queue for execution if the Bid price in the server's quote stream becomes equal to or below the order level;

the "Take Profit" order for an open short position is placed in the queue for execution if the Ask price in the server's quote stream becomes equal to or below the order level;

A Stop Loss order for an open short position is placed in the queue for execution if the Ask price in the server's quote stream becomes equal to or higher than the order level;

the "Buy Limit" order is placed in the queue for execution if the Ask price in the server's quote stream becomes equal to or below the order level;

the "Sell Limit" order is placed in the queue for execution if the Bid price in the server's quote stream becomes equal to or higher than the order level;

the "Buy Stop" order is placed in the queue for execution if the Ask price in the server's quote stream becomes equal to or higher than the order level;

The "Sell Stop" order is placed in the queue for execution if the Bid price in the server's quote stream becomes equal to or below the order level.

15.2 When a pending order is received for execution, the status of the trading account is automatically checked on the

server for the presence of free margin for the position being opened:

a new position is virtually added to the list of open positions, which is opened on this pending order;

the new size of the required margin "new margin" is determined for the total client position, including the virtually added new position, at current market prices at the time of verification.

floating gains/losses on all open positions, including a conditionally added new position, are calculated at current market prices;

the new size of the free margin "free margin" is calculated;

if:

The "free margin" is greater than or equal to zero and the total client position, taking into account the conditionally added position, does not exceed the established limit for this type of account, the order is executed and the position is opened. The execution of the order is accompanied by a corresponding entry in the server log file, while the position opened by the execution of a pending order retains the pending order ticket.;

The "free margin" is greater than or equal to zero and the total client position, taking into account the conditionally added position, exceeds the established limit for this type of account, the order is canceled. Cancellation of the order is accompanied by a corresponding entry in the server log file;

"Free margin" is less than zero, the Company has the right not to open a position and delete a pending order.

15.3 The Order is considered executed after the corresponding entry appears in the server log file.

15.4 If the order level falls into the price gap of the order, the Company has the right to execute the order on the corresponding Bid or Ask side of the first quote after the gap.

## 16. Forced closing of positions

16.1 The margin level is controlled by the server, which, in case of its insufficiency, generates a request for forced closing of a position (stop out) without prior notice. Stop out is executed according to the current market quotation in the order of the general queue with Customer requests. The forced closing of a position is accompanied by a corresponding entry in the server log file with the comment "stop out".

16.2 If the Client has several open positions, the position with the largest floating losses is placed first in the queue for forced closure.

16.3 If the forced closure of all client positions has led the balance of the trading account to a negative indicator, the Company reserves the right to restore the negative balance on one client account at the expense of funds on another client account. The Company reserves the right to restore a negative balance on one client's account at the expense of funds on another client's account, including at the expense of funds from other personal accounts of the client, if the affiliation of personal accounts is confirmed by the client or is obvious.

16.4 If the forced closure has led the balance of the trading account to a negative indicator and, at the same time, there are credit funds on the account, the Company has the right to bring the negative balance to zero at the expense

of the loan.

16.5 For financial instruments having futures as the underlying asset, when the expiration date of the underlying asset approaches, the acceptance of applications for trading operations is switched to the "close only" mode (only closing positions). The Company informs the Client about the date of switching to the "close only" mode by posting information on the Company's website and/or by mailing the internal mail of the trading platform.

16.6 The Company has the right to forcibly close the Client's positions on financial instruments that have futures as the underlying asset opened on the expiration date of the underlying futures contract. Such positions are forcibly closed at the last quote of the last trading day for this financial instrument.

16.7 The Company has the right to forcibly close any open position of the Client without prior notification of the latter in cases of force majeure and/or emergency, failure of the trading server equipment, a sharp change in the market situation, and other situations in which normal operation of the Company is impossible, as well as in the process of resolving a dispute between the Client and the Company.

16.8 This Agreement prohibits the use of strategies aimed at profit-making by intentionally creating situations where one of the client's/group of clients' accounts falls into the negative balance zone, including when these accounts are opened for different persons who are obviously part of the same trading strategy. In case of detection of the use of such trading strategies, the Company

reserves the right to cancel the financial result of transactions.

16.9. If the withdrawal of the personal bonus has led the balance of the trading account to a negative value, the Company reserves the right to restore the negative balance on one client's account at the expense of funds on another client's account, including funds from other personal accounts of the client, if the affiliation of the personal accounts is confirmed by the client or is obvious.

## 17. Dispute settlement procedure

17.1 In the event of any conflict situation, when the Client reasonably believes that the Company has violated one or more provisions of regulatory documents as a result of any of its actions or omissions, the Client has the right to file a claim with the Company within 5 (five) business days from the moment of the dispute.

17.1.1 The claim must contain the following

information:

first and last name of the Client (or company name if the Client is a legal entity);

Client's login to enter the trading platform;

information about when the conflict situation first arose (date and time of the trading platform);

the ticket of the position and (or) the pending order;

description of the disputed situation with references to the relevant paragraph(s) of the regulations for the

implementation of transactions that, in the opinion of the Client, were violated.

17.1.2 The claim must not contain the following information:

emotional description/assessment of a conflict situation;

offensive statements;

profanity;

threats.

17.2 The Company has the right to reject the claim if it does not meet the above requirements.

17.3 Disputes not described in regulatory documents are subject to settlement in accordance with generally accepted market practice of dispute resolution, and at the sole discretion of the Company.

17.4 If the quotation flow has been interrupted due to failures in the operation of software and/or hardware, all decisions regarding the dispute will be made on the basis of the quotation database of the relevant server synchronized in accordance with the regulations of operations.

17.5 If the Client intended to perform an action, but did not perform it for any reason, the Company does not reimburse the Client for the profit lost as a result of this or the losses incurred as a result of this.

17.6 The Company is not liable to the Client for any indirect or non-material damage (moral damage, etc.).

17.7 The Company has the right to independently initiate consideration and settlement of a dispute in accordance with the regulations of trading operations. In this case, the maximum period for consideration of the dispute and taking measures to resolve it is 10 working days. However, in some cases, this period may be extended.

17.8 In cases of unstable receipt of quotations from liquidity providers, the Company has the right to restrict or switch trading to Close Only mode (only closing positions are available) on the relevant instruments without prior notice.

17.9 The Company has the right, at its discretion and without prior notice, to block orders sent using the Adviser for the trading account.

17.10 When considering a controversial situation, the main source of information is the server log file. At the same time, information from the server log file has absolute priority over other arguments when considering a disputable situation, including information from the client terminal log file, since the results of each stage of processing a client order are not recorded in the client terminal log file.

17.11 The absence of a corresponding entry in the server log file confirming the Client's intention is the basis for invalidating an argument based on the fact of the existence of such an intention.

17.12 The settlement of a dispute may be carried out by the Company through:

crediting/debiting the Client's trading account: this adjustment must be accompanied by an appropriate comment; and /or)

restoring mistakenly closed positions; and (or)

deleting mistakenly opened positions or established orders.

17.13 The Company has the right, at its absolute discretion, to choose a way to resolve the dispute.

17.14 The Complaints and Disputes Department reviews the Client's claim and makes a decision on the disputed situation as soon as possible. The term of consideration of the claim may be up to ten (10) working days from the date of its receipt. In some cases, the period of consideration of the claim may be extended.