

SCHEDULE C - ORDER EXECUTION

1.1.1 The following order types are available in the 360 Capital LTD Meta Trader 4& Meta Trader 5 Trading terminal:

1.1.1.1 Market orders (Buy, Sell);

1.1.1.2 Pending orders (Take Profit, Stop Loss, Buy Limit, Buy Stop, Sell Limit, Sell Stop).

1.2 TRANSFER OF A POSITION

1.2.1 If a position is transferred to the next day, a swap occurs and is calculated. A swap can be either negative or positive.

1.2.2 Swap calculation for open positions starts at 23:59 Company server time and may, depending on the number of open positions, take from a few to tens of minutes. A swap shall be calculated for all positions opened prior to 23:59 Company server time and not closed until calculated. For the positions opened after 23:59 Company server time or closed until the calculation process is completed, a swap may be not credited.

1.2.3 If a position is transferred on Wednesday night to Thursday, a swap is deducted/added in a triple size (for Wednesday, Saturday and Sunday)

1.2.4 Current swaps can be viewed in the trading terminal. The Company reserves the right to change swaps without prior notice to the Client, depending on market conditions.

1.3 **OPENING AN ORDER**

1.3.1 Open orders are the market orders Buy, Sell and the pending orders Buy Limit, Buy Stop, Sell Limit, Sell Stop.

1.3.2 Buy order (long position) is opened at Ask price, Sell order (short position) is opened at Bid price.

1.3.3 On opening a position, the Client must deposit a security margin the size of which will depend on the leverage, the financial instrument and the order volume. For some financial instruments, the current market price of a financial instrument is used for margin calculation purposes. Leverage changes according to the equity change.

1.3.4 Once the Company server has received the Client's instruction to open the order, the trading account condition will automatically be checked if the margin is sufficient to support the open position.

1.3.4.1 If the free margin is sufficient to open the order, the position will be opened.

1.3.4.2 If the margin is not sufficient to open the order, the position cannot be opened and the

“Not enough money” message will appear.

1.3.5 If the Client's instruction to open an order is received during non-trading hours or before the first quotation appears in the trading terminal, such order will be cancelled by the system.

1.3.6 If the Client's instruction to open the order has been processed in error under circumstances referred to in clause 1.3.5 of the Agreement, the Company has the right to cancel both the order and the financial result received from such order. The Company shall inform the Client of the occurrence of such situations.

1.3.7 The Client may not place pending orders Buy Limit, Buy Stop, Sell Limit, Sell Stop as well as Take Profit and Stop Loss closer than the minimum amount of points from the current price. This value can be found in the trading terminal.

1.3.8 The Client may add Stop Loss and/or Take Profit orders to the pending orders Buy Limit, Buy Stop, Sell Limit, Sell Stop and market orders.

- 1.3.9 When opening a market order, the Client shall indicate the following parameters: financial instrument, volume, buy or sell order. Placing Stop Loss and/or Take Profit levels is available only when modifying open position.
- 1.3.10 When opening a pending order, the Client shall indicate the following parameters:
 - 1.3.10.1 financial instrument, volume, order type, price level (which are mandatory parameters);
 - 1.3.10.2 Stop Loss and/ or Take Profit Levels and the duration of pending order (which are optional parameters).
- 1.3.11 Each order, except Stop Loss and Take Profit, will get a unique ticket number.
- 1.3.12 The Client's instruction to open the order is considered to be executed and the position opened after a relevant message has appeared in the server log file.

1.4 **ORDER EXECUTION**

- 1.4.1 Execution method for the trading operations is Market Execution.
- 1.4.2 Client's order is executed at the current price when the order is being processing. Slippages are possible during the order processing. Therefore, the order can be executed at a price better or worse than that indicated in the order, without prior notification to and confirmation from the Client.
 - 1.4.2.1 Client orders will be executed in line with the company's risk and exposure policy ensuring company liability is always in accordance with approved liquidity levels. The company reserves the right to, at its own discretion, internalize as a counterparty or externalize client order flow onto a 3rd party counterpart.
- 1.4.3 The order execution is recorded in the server log file.
- 1.4.4 The following are the conditions for pending orders execution:
 - 1.4.4.1 buy Stop order will be enqueued for execution if the current Ask quotation becomes equal or higher than the order level;
 - 1.4.4.2 sell Stop order will be enqueued for execution if the current Bid quotation becomes equal or lower than the order level;

- 1.4.4.3 buy Limit order will be enqueued for execution if the current Ask quotation becomes equal or lower than the order level;
- 1.4.4.4 sell Limit order will be enqueued for execution if the current Bid quotation becomes equal or higher than the order level;
- 1.4.4.5 take Profit order for an open position to buy will be enqueued for execution if the current Bid quotation becomes equal or higher than the order level;
- 1.4.4.6 take Profit order for an open position to sell will be enqueued for execution if the current Ask quotation becomes equal or lower than the order level;
- 1.4.4.7 stop Loss order for an open position to buy will be enqueued for execution if the current Bid price becomes equal or lower than the order level;
- 1.4.4.8 stop Loss order for an open position to sell will be enqueued for execution if the current Ask quotation becomes equal or higher than the order level.
- 1.4.5 Depending on market conditions, pending orders may be executed as follows:
 - 1.4.5.1 pending orders Buy Stop or Sell Stop, the opening level and Take Profit of which have fallen into the price gap, are placed in the queue for the execution at the first price following the price gap, and the open order is closed by Take Profit immediately;
 - 1.4.5.2 pending orders Buy Stop, Sell Stop, Buy Limit, Sell Limit as well as Take Profit and Stop Loss, levels of which are in the price gap, are placed in the queue for the execution at the first price following the price gap.
- 1.4.6 The Client may place Trailing Stop level, the value of which may not be less than 15 points.
- 1.5 **ORDER CLOSING**
 - 1.5.1 An order shall be closed when a relevant instruction has been sent from the Client's trading terminal to the Company server.
 - 1.5.2 A long position is closed at Bid price and a short position is closed at Ask price.
 - 1.5.3 A Client's instruction to close the position is sent to the server after a relevant instruction has been sent from the Client's terminal.

- 1.5.4 A Client's order may be closed when the current price reaches the Stop Loss or Take Profit levels.
- 1.5.5 If the Client's instruction to close is received for processing during non-trading hours or before the first quotation appears in the trading terminal, such instruction will be cancelled by the system.
- 1.5.6 If the Client's instruction to close has been processed in error under circumstances referred to in clause 1.5.7 of the Agreement, the Company has the right to cancel such operation and restore the order back to its original view, in which case the Client will be informed by the Company of the occurrence of such situation.
- 1.5.7 The Client's instruction to close the position is considered to be processed and the position closed after a relevant message has appeared in the server log file.
- 1.5.8 The Client's instruction to close the order will be declined if on receipt of this instruction, the position is being executed at the Stop Loss or Take Profit level.

1.6 **ORDER MODIFICATION AND DELETION**

- 1.6.1 The Client has the right to indicate a new price level and Stop Loss and/or Take Profit values when modifying pending orders Buy Limit, Buy Stop, Sell Limit and Sell Stop.
- 1.6.2 To modify the Take Profit and/or Stop Loss that are attached to the open position, the Client must indicate Take Profit and/or Stop Loss values.
- 1.6.3 The instruction to modify or delete will be considered executed and the order modified or deleted, when a relevant message appears in the server log file.
- 1.6.4 The Client has the right to modify or delete a pending order if it has not been sent for execution.
- 1.6.5 The Client may not delete or modify a pending order if it has been accepted by the Company for execution.
- 1.6.6 To delete Stop Loss and Take Profit levels, it is required to indicate a zero-price value for these orders.

- 1.6.7 The Company may choose not to process Client's instructions regarding pending orders, including Take Profit and Stop Loss orders, if the difference between the current market price and the price indicated in the Client's order is less than the minimum amount of points from the current price. This value can be found in the trading terminal.
- 1.6.8 If during the modification of an open order the price reaches the indicated Take Profit/Stop Loss level, the Company has the right to cancel the instruction to modify such levels.
- 1.6.9 If the Client's instruction to modify or delete the order is received for processing during non-trading hours, or before the first quotations appears in the trading terminal, it will be declined by the system.
- 1.6.10 If the Client's instruction to modify or delete the order has been processed in error under circumstances referred to in clause 1.6.9 of the Agreement, the Company has the right to cancel such modification or deletion and reinstate the order to its original initial condition with its further execution provided that market prices have within such period reached the level mentioned in the order. All open positions, if triggered, that have been modified incorrectly, will be cancelled along with their results, in which case the Company shall inform the Client of this situation.

1.7 **MARGIN REQUIREMENTS**

- 1.7.1 The Client understands that in order to prevent a forced closure of the position, the required margin level must be maintained for any open position as provided in the Trading Terms that can be found on the Company's official site (hereinafter the "Trading Terms").
- 1.7.2 The margin necessary to maintain the position shall be blocked immediately after the order is opened.
- 1.7.3 The Client may not open a new position if his account has insufficient funds to maintain the required margin in respect of the position being opened.
- 1.7.4 The Company may apply new margin requirements in relation to both the opened and new positions, if such requirements have been necessitated due to national or international holidays, bank holidays or similar circumstances.

1.7.5 The Company may at its own discretion provide specific leverage to certain Clients.

1.7.6 The Client may, at his own discretion but in accordance with the Trading Terms, change the leverage via his Back Office. The Client shall be fully responsible for any consequences that may arise in connection with the leverage modification.

1.7.7 The Company shall provide required leverage in accordance with the Trading Terms and subject to the account type and taking into consideration the sum of the available account balance and the credit on the account. The Company may without prior notice to the Client change the leverage size if the Client's sum of the account balance and the credit on the account have reached the predetermined range, and the leverage level on the Client's account exceeds leverage appropriate to such range.

1.8 **FORCED ORDER CLOSURE**

1.8.1 In cases where the margin available on the Client's trading account has reached the Margin Call level, the Company may at its own discretion exercise the right of forced closure of the order by giving one business day notice to the Client

1.8.2 In cases where the margin available on the Client's trading account is less or equal to the Stop Out level, open positions will be subject to forced closure with no prior notice being given to, or consent requested from, the Client.

1.8.3 Information on Margin Call/Stop Out levels is published on the Company's official website.

1.8.4 If after the forced order closure the Client's trading account reaches a negative balance, the Company reserves the right to eliminate the negative balance by applying funds from other account(s) held by the Client or, if there are no sufficient funds in the other account(s), to require the Client to put the account in funds within 10 (ten) business days from the forced order closure date, failing which the Company may refer the matter for settlement to court and charge an interest on the debit balance.

1.9 **CLIENT PROTECTION**

- 1.9.1 In order to provide Clients with protection against the potential adverse consequences of certain events i.e. when the market is highly volatile the Company might take any or all of the following steps, including but not limited to:
- 1.9.1.1 Restrict the opening of Orders;
 - 1.9.1.2 Decrease/Increase leverage;
 - 1.9.1.3 Widen/Narrow Spreads;
 - 1.9.1.4 Decrease/Increase Margin Requirements;
 - 1.9.1.5 Volume Restrictions.
 - 1.9.1.6 Reverse trades caused by extreme volatility. These extreme volatility moves are viewed as any move equal to or more than 100 point on market opening of any instrument in either direction of any given instrument and/or exchange
 - 1.9.1.7 If the source of data from which the company receives feed is either corrupt, delayed or any software failure.
 - 1.9.1.8 Or in extreme market volatility is presumed to cause negative effects any client funds.
- 1.9.2 The Company shall inform the Clients of the actions taken during major events which can cause the market to be highly volatile; the Company shall do so via email to the Client's registered email address provided by the Client during the Back-Office registration with the Company and through the Company's website under section 'News'.
- 1.9.3 Under certain market conditions, i.e. during unexpected and unforeseeable events, the price of any financial instrument might be affected making it impossible for the Company to execute any type of order at the declared price. In such circumstances, the ability to execute orders on a timely basis will become the primary factor.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings and cognate expressions shall have corresponding meanings:

2.1.1 **"Ask"** means the price at which a Client can buy a financial instrument. **Ask** price is bigger than bid price;

2.1.2 **"Authorization Data"** means usernames and passwords required to access the back Office, Client's accounts and to perform trading and non-trading operations;

2.1.3 **"Bid"** means a price at which the Client can sell a financial instrument. Bid price is lower than Ask price

2.1.4 **"Buy Limit"** means a pending order to buy at a price lower than the current price level. It is placed with the expectation that the market price will fall until a certain level and will then start going up again;

2.1.5 **"Buy Stop"** means a pending order to buy at a price higher than the current price level. It is placed with the expectation that the market price will reach a certain level and will keep going up;

2.1.6 **"Contract specifications"** means the basic trading conditions in respect of each financial instrument as published on the Company's official website;

2.1.7 **"Currency Rate (Quotation)"** means a ratio of one currency to another at a certain period of time. Deposit means funds credited in the Client's account for further transactions;

2.1.8 **"Equity"** means an indicator of the Client's trading account at any period of time. The Equity Formula is follows: $\text{Balance} + \text{Floating Profit} + \text{Credit} - \text{Floating Loss} = \text{Equity}$;

2.1.9 **"Extreme Volatility "** means market movements of more than 100 points in any direction;

- 2.1.10 **"Fixed Spread"** means a spread that remains unchanged at all times and is typical for Classic Accounts. Floating Loss is a non-fixed loss for open positions at current quotations;
- 2.1.11 **"Floating Profit"** means a non-fixed profit for open positions at current quotations;
- 2.1.12 **Floating Spread** is a spread the size of which changes depending on market conditions. Free margin means funds that are not used as security for the open position. The free margin formula is as follows: $\text{Equity} - \text{Margin (Security)} = \text{Free Margin}$;
- 2.1.13 **"Gap"** means a break between prices on a chart that occurs when the open price of one trading period differs from the close price of the previous trading period;
- 2.1.14 **"Leverage"** means a trading tool allowing to transact with sums exceeding funds available in the Client's trading account;
- 2.1.15 **"Long"** means an order to buy a financial instrument to gain profit if the market goes up;
- 2.1.16 **"Lot"** means a standard amount of base currency traded in financial markets. The lot size depends on the type of financial instruments;
- 2.1.17 **Market conditions different from normal** means market conditions whereby financial instrument quotations do not arrive at the trading platform as regularly as under normal conditions (thin market); or the conditions whereby currency rates change rapidly over a short period of time (fast market);
- 2.1.18 **Mark-up** means additional commission that the Client is charged by the Company;
- 2.1.19 **Non-market quotation (Spike)** means a quotation that matches any of the following conditions:
- 2.1.19.1 significant price gap;

- 2.1.19.2 return of the price to the original level over a short period of time with the price gap formation;
- 2.1.19.3 no quick price dynamics before the quotation;
- 2.1.19.4 no important economic news that might significantly affect the instrument price when the quotation is made.
- 2.1.20 **"Non-Trading Operation"** means a deposit or withdrawal transaction in the Client's account or a transfer between the Client's accounts;
- 2.1.21 **"Normal market conditions"** means a market situation that satisfies the following conditions:
- 2.1.21.1 the absence of significant price gaps;
- 2.1.21.2 the absence of rapid price dynamics within short period of time;
- 2.1.21.3 the absence of significant intervals in the flow of quotations to the trading platform. Order (instruction) is the Client's instruction to the Company to execute a trading or non- trading operation.
- 2.1.22 **"Order"** (position) means an instruction to buy or sell a financial instrument. After the order is opened, it must be closed so that profit or loss could be fixed;
- 2.1.23 **"Order (position) closing"** means a reverse selling/buying of such volume of financial instruments that will compensate for the purchased/sold volume when position was opened. The opening of a reverse order shall not be considered as closing the position;
- 2.1.24 **"Order (position) opening"** means the process of buying or selling a financial instrument for profit due to the changes in quotations. In order to fix profit or loss, the order must be closed;
- 2.1.25 **"Pending Order"** means an order to buy or sell a financial instrument in the future when the price reaches the level specified in the order;

- 2.1.26 **"Point"** (Pip) means the smallest price change that a given exchange rate can make (0.00001). If, for instance, a quotation has changed from 1.40000 to 1.40001, this means that it has moved for 0.1 pip (point).
Price Gap – see Gap
- 2.1.27 **"Rebate"** means a return to the referred client made by the Partner, of the part of spread or commission, received by the Partner for trades, conducted by the referred client:
- 2.1.28 **"Quoted Currency"** means the currency that stands second in a currency pair. It shows the price of base currency;
- 2.1.29 **"Sell Limit"** means a pending order to sell at a price higher than the current price level and is offered in the expectation that the market price will go up reaching a certain level and thereafter begin to fall;
- 2.1.30 **"Sell Stop"** means a pending order to sell at a price lower than the current price level and is offered in the expectation that the market price will go down reaching a certain level and continue falling thereafter;
- 2.1.31 **"Server"** means a set of technical and software tools allowing to accept and process Client's orders and provide the Client with market information in the real time mode;
- 2.1.32 **"Server Log File"** means a file created in the server to record in any one second all orders received by the Company from the Client and the order processing results;
- 2.1.33 **"Server Time"** means GMT+2/GMT+3, the time at which all Client's trading operations are recorded. Short means an order to sell a financial instrument for profit when the market goes down;
- 2.1.34 **"Slippage"** means a number of market movements, measured in points, made from the time the order is submitted until it is executed. It is the situation in which order are executed at a price better or worse than the one specified in the order;

- 2.1.35 **"Spread"** means a difference between the Bid and Ask currency prices at one and the same point of time. Spread is measures in pips;
- 2.1.36 **"Stop Loss"** means a pending order to close the position when it has reached the price level indicated in the order. A Stop Loss order limits financial loss if the position moves in the direction not favorable for the Client;
- 2.1.37 **"Stop Out"** means an order to close the position when the trading account balance has reached the predetermined margin ratio;
- 2.1.38 **"Swap"** means a fee payable for transferring the open position overnight, whereby funds can be credited to or debited from the account depending on the interest rate difference with central banks or other factors;
- 2.1.39 **"Take Profit"** means a Client's pending order to close out the position and is executed when the position has reached the price level indicated in the order. Take Profit orders are used to lock in profits in the event that the rate moves in the position favorable for the Client;
- 2.1.40 **"Ticket"** means a unique number assigned to each open position and a pending order other than Take Profit or Stop Loss orders;
- 2.1.41 **"Trading Account"** means a unique personalized register of all operations transacted on the trading platform giving account of all completed operations, open positions, non-trading operations and orders;
- 2.1.42 **"Trading Operation"** means a purchase or sale by the Client of any financial instrument;
- 2.1.43 **"Trading Platform"** means a software allowing to perform trading operations on financial markets. Trading platform/Terminal is software through which trading operations can be performed if installed on a computer or another telecommunication device;
- 2.1.44 **"Trading Platform (Trading Terminal) Time"** please refer to "Server Time"

- 2.1.45 **"Trailing-stop"** means a tool that pulls the Stop Loss level to the current price for as long as the market turns around and goes through it. The tool can be used when the price moves dynamically in one direction as well as in cases where constant monitoring of market dynamics is not available or possible;
- 2.1.46 **"Volatility"** means the strength of the financial instrument variation over time;
- 2.1.47 **"Volume"** means the amount of base currency, measured in lots, being traded;