



# CLIENT AGREEMENT

October 2023

## CLIENT AGREEMENT

ONEBID ASSET LLC is incorporated in Saint Vincent and the Grenadines with incorporation number 2432 LLC 2022 and registered address unit Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines.

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### **1. SUBJECT OF THE AGREEMENT**

1.1 This Client Agreement is concluded between ONEBID ASSET LLC (hereinafter referred to as the "Company") and an individual or legal entity registered a trading account on the Company's website (hereinafter referred to as the "Client").

1.2 ONEBID ASSET LLC is an entity incorporated under the Limited Liability Companies Act, Chapter 151 of the Revised Laws of Saint Vincent and the Grenadines, 2009, at Unit Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines with incorporation number 2432 LLC 2022.

1.3 The business name ONEBID ASSET LLC and the domain name [www.onebidasset.com](http://www.onebidasset.com) are owned by the Company. The Company may also register and operate other websites mainly for promotional and marketing purposes in languages other than English.

1.4 The Client accepts and understands that the official language of the Company is the English language and that he should always refer to the legal documentation of the Company posted on the Company's website for all information and disclosures about the Company and its activities.

1.5 The relationship between the Client and the Company shall be governed by this Agreement, as amended from time to time. Any possible arguments between the Client and the Company will be settled in compliance with the Agreement unless stated otherwise.

1.6 This Agreement and any amendments to this Agreement supersede any previous agreement between the Company and the Client on the same subject matter and takes effect between the Company and the Client.

1.7 This Agreement is provided to assist the Client in making an informed decision about the Company, its services and the risks of the provided financial instruments.

1.8 This Agreement should be read in its entirety when making a decision to acquire or continue to own any financial instruments and/or to receive any investment or other ancillary services from the Company.

1.9 This Agreement sets out the basis on which the Company agrees to provide a trading platform.

1.10 This Agreement governs all investment and/or ancillary services provided by the Company for the trading account opened by the Client with the Company.

1.11 All the operations on and with the Client's trading account are performed in full compliance with this Agreement unless stated otherwise.

1.12 By accepting the terms of the Agreement, the Client enters into a legally binding agreement with the Company. The Client confirms that he has read and understood the terms of the Agreement.

1.13 The Client is responsible for keeping abreast of any changes that the Company makes to the Agreement. The applicable version of the Agreement at any time is the latest version available on the Company's website and in the Personal Area. In the event of a dispute, the latest version available at the time of the dispute shall prevail.

1.14 In the event that any term of the Agreement, or any part thereof, is held by a court of competent jurisdiction to be unenforceable for any reason, then such term shall be deemed severable to that extent and shall not form part of this Agreement. However, this does not affect the enforceability of the rest of the Agreement.

1.15 The Client may not assign, charge or otherwise transfer or claim an assignment of the Client's rights or obligations under the Agreement.

1.16 The Client does not receive any rights to any intellectual property owned by the Company. The Website, software, any data, information, documentation must be protected in accordance with applicable law, and the Client has no right to do so either at the time of the conclusion of the Agreement or at any time in the future. All rights, whether express or implied, now or in the future, are reserved.

1.17 The Client must not initiate or allow any action that may endanger or damage any intellectual property owned by the Company.

1.18 The Client understands and accepts that he has no right to copy, reproduce, duplicate, translate, assign any rights belonging to the Company.

## **2. CONCLUSION OF THE AGREEMENT, DURATION AND RIGHT TO TERMINATE**

2.1 The Agreement comes into force after the Company informs the Client about the activation of his account by sending an email to the Client containing the trading account number.

2.2 If the Agreement has not been terminated, it will remain in effect until terminated in accordance with the provisions contained in this document.

2.3 If the Client violates or the Company has reasonable grounds to believe that the Client may violate any term contained in the Agreement, the Company reserves the right to temporarily or permanently suspend the Client's access to the account and software and/or terminate the Agreement, and/or take any other action the Company deems appropriate in the circumstances.

2.4 The Company reserves the right from time to time and without the consent of the Client to make changes to any part of the Agreement. In these circumstances, the Company will notify the Client through approved means of communication or through the Company's website.

2.5 If the Company deems that any amendments are material and/or change the balance in favor of the Company or to the detriment of the Client, such changes will take effect from the date specified in the notice from the Company to provide the Client with prior notice along with his right to terminate the Agreement.

2.6 The Client has the right to terminate the Agreement if he does not agree with any changes made by the Company. Similarly, the Company reserves the right to terminate the Agreement if the Client does not agree with any changes that the Company may make.

## **3. REPRESENTATIONS AND WARRANTIES**

3.1 The Client hereby represents and warrants that he was not forced or otherwise persuaded to enter into the Agreement, and that the Client did not enter into the Agreement on the basis of any statements other than those included herein.

3.2 If the client enters into this Agreement as an individual, he guarantees that at the time of the conclusion of the Agreement he is already 18 years old.

3.3 The fact that the Company's website is available in various countries and/or other recognized jurisdictions; or displayed in the official language of any of these countries, cannot be regarded as the presence of our official representative office in a given state or justification of the legality of the company's presence in a given region.

3.4 If the Client is entering into this agreement as a legal entity, he warrants that, by entering into the Agreement, he will not violate his own articles of incorporation or any law of the jurisdiction in which he is registered, or any other jurisdiction under which he may act. He guarantees that the legal entity is capable, and no other parties have the right to perform any actions, make claims, demands, requests, etc. in relation to the Client's trading account.

3.5 The Client warrants that he is aware of any requirements and consequences, including, but not limited to, any restrictions or reporting requirements imposed by his local authority of jurisdiction as a result of entering into the Agreement. The Company is not responsible for any requirements placed on the Client by local authorities, therefore the Client undertakes to comply with any applicable requirements.

3.6 The Client represents and warrants that he has read the warning on the website of the Company that trading leveraged products involves a significant risk of loss and that, due to the speculative nature of trading, the Client should not invest more than he can afford to lose.

3.7 The Client also represents and warrants that the information he provided to the Company during the registration for opening an account accurately reflects his personal circumstances and he did not provide any false or misleading information to the Company. In addition, the Client warrants that if any information provided during the registration process becomes invalid, he will immediately notify the Company in writing of the change in his circumstances.

3.8 The Client guarantees that any documents sent to the Company in the process of opening his account, as well as during the entire term of the Agreement, are valid and authentic. In the event that the Company believes, in its sole discretion, that any document is incorrect or invalid, it will request alternative documentation. Failure by the Client to provide such documentation may result in the taking of such action as the Company deems necessary.

3.9 The Client represents and warrants that he will not distribute financial instrument information, including but not limited to price information and charts offered by the Company, to any third party for commercial purposes.

3.10 The Client warrants and undertakes that:

- the funds that the Client will use for trading belong to him and are free from any collateral, fees or other encumbrances;
- these funds are not direct or indirect proceeds from any illegal act or omission and are not the result of any criminal activity;
- when entering into an Agreement with the Company, the Client acts on his own behalf, and not on behalf of third parties.

3.11 The Client agrees to indemnify and hold the Company harmless from any claims, suits, actions, demands, disputes, accusations or investigations of any third party, government agency or industry body, and from all claims, liabilities, damages (actual and consequential), losses (including any direct, indirect or consequential damages, lost profits, loss of goodwill), costs and expenses, including, without limitation, all interest, penalties, court and other reasonable attorneys' fees, other professional costs and expenses (damages) arising out of or in connection with the violation or an alleged violation by the Client of this Agreement or the commission by the Client of actions contrary to any other clause or sub-clause of this Agreement.

#### **4. EXCLUSION OF LIABILITY**

4.1 The Client's use of the Company's services or the use of any systems owned or used by the Company is at the sole risk of the Client.

4.2 As a rule, neither party shall be liable for any losses that may arise as a result of unforeseen events at the time of entry into force of the Agreement, nor shall either party be liable for any losses that were not caused by any violation of the terms contained in this document.

4.3 The Company is not liable for any direct, indirect, incidental and/or special losses, including, but not limited to, lost profits, trading losses resulting from the violation of the Agreement by the Client.

4.4 Notwithstanding any other provisions of the Agreement, the Company shall not be liable to the Client as a result of:

- negligence, fraud, violation of the Agreement, violation of any law and/or any other act and/or inaction on the part of the Client;
- unavailability of the software and/or internal systems of the Company, except for illegal actions on the part of the Company;
- the impossibility of obtaining access to the software or any delay that the Client may encounter when trying to contact the Company's employees, if this is not related to the Company's illegal actions;
- the measures taken by the Company to ensure compliance with any applicable laws or regulations, including in cases where the Company is prohibited from processing any instructions from the Client that may lead to the Company's violation of applicable law;
- such loss or damage that is not a reasonably foreseeable result of any breach;
- any other event and/or circumstance beyond the control of the Company.

4.5 The Company is not responsible for the lack of access to the software, or for any delays, failures, or any loss or damage resulting from the transmission of information over any network, including, but not limited to, the Internet.

4.6 If the Client has trusted a third party and/or followed any instructions, directions or advice of a third party, including trading signals and/or copy trading strategies, which resulted in any losses for the Client, the Company shall not be liable for this. The Client understands that the services provided by the Company are for execution basis only and therefore the Company shall not be liable for any losses that the Client may incur as a result of these circumstances.

4.7 If the Client downloads, installs and/or uses any trading solutions such as algorithms, advisors or trailing stops, the Company is not liable for any losses that may be incurred by the Client as a result of their use.

## **5. TAXATION**

5.1 Investments in financial instruments may be taxed depending on the jurisdiction in which the Client is tax resident.

5.2 The Client is solely responsible for all documents, tax returns and reports on any transactions that must be submitted to any appropriate authority, governmental or otherwise, as well as for the payment of all taxes arising in connection with the conduct of trading activities.

5.3 Under no circumstances can a company be considered a tax agent. The Parties independently and on their own fulfill their tax and/or other obligations.

5.4 The Client should seek independent tax advice if he is not sure how this may affect him, as the Company does not provide any financial advice, including tax advice.

## 6. SERVICES

6.1 In accordance with the Agreement, the Company provides the Client with access to margin trading using leverage. The Company will offer the Client the following services: receipt and transmission of trading orders, execution of trading orders for the Client using the provided trading instruments.

6.2 The Company's services include access to the Personal Area, the MetaTrader 5 trading platform, technical analysis tools and any third-party services offered with the Company's services.

6.3 In accordance with the Agreement, the Client may enter into transactions using the trading instruments listed on the Company's website at [www.onebidadsset.com](http://www.onebidadsset.com).

6.4 The Company offers the Client access to trading instruments in the form of CFDs (Contracts for Difference). A list of tools and specifications are located on the Company's website.

6.5 The Client understands that CFDs are derivative products and therefore the Client will not be entitled to own any underlying instrument. The Client also understands that there is no physical delivery of any underlying asset.

6.6 The Client may trade CFDs on any of the offered financial instruments during the normal trading hours that are specified for each instrument on the Company's website. The Client is solely responsible for reviewing these contract specifications before trading. The Client will be notified in advance of changes in the trading schedule through the Company's website.

6.7 Profit or loss in the currency of the trading account is credited to or deducted from the trading account after the transaction is closed.

6.8 The Company does not provide personal recommendations or advice on any specific transactions.

6.9 The Company may from time to time and at its sole discretion provide information containing market reviews that are posted on the Company's website. This information is provided solely to enable the Client to independently make investment decisions and cannot be considered as investment or trading advice.

6.10 Any trading decision made by the Client is his sole responsibility. The Company is not responsible for the consequences of such decisions.

6.11 The Company reserves the right to change the specifications and terms of the products available on the Company's website from time to time if such changes are necessary. The Client understands that he will continue to be bound by the Agreement in the event of any such changes. However, nothing in this paragraph shall affect the Client's right to terminate the Agreement if he considers that his interests are affected by such amendments.

6.12 The Client understands that the Company may remove any of the offered products from the list of available products. If the Company has ceased to provide any product, and the Client has a previously open position on this product, he is responsible for the cancellation and/or closing of such position. Otherwise, the Company will close such position on the last available day at the last available price. The Client further understands that any open CFD positions with an expiration date will be automatically closed at the end of the last trading day.

6.13 The Client agrees that the Company may change, add, rename or cancel any services offered in this Agreement, in part or in full, without prior notice. The Client also acknowledges that the Agreement applies to services that may be changed, added or renamed in the future in addition to the services currently provided by the Company.

6.14 The Company reserves the right, at its sole discretion, to refuse the Client to provide services at any time, and the Client agrees that the Company is not obliged to inform the Client about the reasons.

6.15 The Company reserves the right to refuse the Client by returning to him the initial deposit (i.e., the total amount contributed by the Client) at any time in the event that the Company deems it appropriate and necessary (including, but not limited to as a result of malicious, illegal, inappropriate, fraudulent or any other unacceptable actions of the Client).

6.16 The Company reserves the right to cancel any transactions that, in the opinion of the Company, are contrary to the interests of the Company or the Client, for any reason.

## **7. ACCOUNT OPENING**

7.1 Upon receipt of the Client's account application form, the Company will use the information provided by the Client.

7.2 The Client is responsible for providing the Company with true and accurate information, and the Company relies on the information provided by the Client, both at the time of account registration and throughout the relationship between the Client and the Company, unless the Company has reason to believe that the information provided by the Client is inaccurate. In case of any changes in the information provided by the Client when registering an account, he must notify the Company in writing or upload updated information in the Client's Personal Area.

7.3 As soon as the Company receives an application for opening an account from the Client, it confirms this to the Client by e-mail and provides him with detailed information for access, in particular the account number and password. The Client is responsible for maintaining the confidentiality of any correspondence from the Company relating to access codes.

7.4 After activating the account, the Client will be able to download and install the trading platform. The Client is responsible for saving or changing the access password.

7.5 The Client is responsible for obtaining access to the trading platform when he needs it and at the time when it is available. It is the Customer's responsibility to provide access to a reliable Internet connection and maintain any devices used for this purpose.



7.6 The Trading Platform is provided to the Client by a third party who may perform platform maintenance from time to time, which may include shutting down, restarting, updating servers to ensure the correct operation of the software. These actions may result in the trading platform being unavailable and/or inoperable for a certain period of time. The Client accepts and agrees that the Company shall not be liable for any losses, including financial losses and/or missed opportunities due to the maintenance of the software provider.

7.7 The Company will make every effort to make the software available to the Client. If this is not possible, the Company will try to notify the Client in advance. However, the Client accepts and agrees that the Company cannot guarantee the availability of the software in the event of technological errors, failures in connection to the Internet, suspension of the availability of services and due to maintenance, repair, updates and other problems independent of Company.

7.8 The Company cannot be held responsible for any means used by the Client to access the software and cannot guarantee its continued availability.

7.9 The Company provides the Client with the opportunity to open a Demo Account, which allows the Client to carry out trading activities using simulated funds, which does not bring any profit or expenses on the Client's side. A demo account is completely similar to a real trading account and is designed to practice trading before opening a real account.

7.10 The Company provides the Client with the opportunity to open a real trading account, which allows the Client to carry out trading activities at the expense of his personal funds.

7.11 The Client undertakes to trade on his own behalf, not to allow another Client or any other person to trade on his behalf, and not to trade on behalf of any other Client or any other person.

7.12 The Client agrees and accepts that if he trades on behalf of any other client or any other person, the Client shall hold the Company safe and be liable to such other Client or such other person for any losses and/or damage such other Client or such other person may have.

7.13 The Client hereby undertakes that if any other Client or any other person trades on behalf of the Client and the Client incurs any loss or damage as a result of such transactions, the Client will not have any claims against the Company and may claim such losses and/ or damage only from another Client or any other person who traded on his behalf.

7.14 If the balance of the Client's trading account is zero, the Company reserves the right to delete such trading account within 12 (twelve) months after the last trading or money operation on this account with or without written notice to the Client.

## **8. TRADING CONDITIONS AND CLIENT ORDERS**

8.0.1 The Company provides Market Execution on all trading instruments.

8.0.2 As a result of the nature of market execution, slippage can occur when opening or closing orders. The Client agrees that such possible accidental slippage is a natural consequence and feature of the market execution, and the Company does not bear any responsibility for this.

8.0.3 Any possible deviation in the opening or closing price depends on the available liquidity. The Company is not responsible for the consequences of such deviations and/or price differences with the price requested by the Client.

8.0.4 The Client's request to open, modify or close an order may be rejected in the following cases:

- during market opening, when the order is submitted before the first quote has been received by the trading platform;
- in exceptional market conditions;
- if the Client does not have sufficient margin.

8.0.5 Orders opened or closed on off-market quotes may be cancelled.

8.0.6 The Company reserves the right to cancel the Client's orders if they do not comply with this Agreement.

8.0.7 A buy order shall be opened by an Ask price. A sell order shall be opened by a Bid price. A buy order shall be closed by a Bid price. A sell order shall be closed by an Ask price.

8.0.8 The Company has no right (unless otherwise provided by this Agreement) to attempt to execute any order of the Client at quotes other than those offered by the trading platform.

## **8.1 Order processing**

8.1.1 When the Client sends an order to open a position, the server automatically checks the trading account for free margin on the open order. If the required margin is present, the order is opened. If the margin is insufficient, the order is not opened. Due to market execution, the opening price may differ from the asking price for better or worse. An open order flag appearing in the server log file confirms that the Client's request has been processed and the order has been opened. Each open order on the trading platform receives a ticker.

## **8.2 Mandatory position closure**

8.2.1 If the margin level of the trading account falls below a certain percentage, described in the specification of the trading account on the Company's website, the Client receives a warning from the trading platform (Margin call). In the event that the Client did not ensure the maintenance of open positions by depositing funds, the Company has the right to close the Client's open positions (Stop out). Closing is executed at the current market quote. If the Client has several open positions, the position with the largest floating loss will be closed first.

8.2.2 In the event that Stop Out results in a negative account balance, this does not entail any repayment of the debt by the Client and cannot be considered as such. The company compensates the account balance to zero.

## **8.3 Leverage modification**

8.3.1 Leverage modification by the Client is only allowed once every 24 hours.

## **8.4 Trading conditions**

8.4.1 Full trading conditions, including but not limited to current spreads, currency pairs, lot sizes, transaction sizes, commissions, volume and/or deposit limits, and account types, are available on the Company's website. The Company reserves the right to change trading conditions by notifying its Clients in advance by any of the methods specified in clause 12.1.

8.4.2 The Client fully acknowledges that any abuse of the Company's trading conditions may be the subject of an investigation. In the event of such abuse, any profit and/or loss derived from this benefit may be cancelled at the sole discretion of the Company.

## **8.5 Costs and charges**

8.5.1 Before making any transactions on the trading platform, the Client must make sure that he has studied all applicable fees, such as spreads, commissions and swaps, which are available on the Company's website. The Client is solely responsible for requesting further clarifications if required.

8.5.2 Not all fees may be presented in monetary terms, but may also be displayed in other units such as spread, which may vary depending on the instrument and market conditions. The spread value is measured in points. Detailed information on spreads can be found by the Client on the Company's website.

8.5.3 Any fees applicable to the relationship between the Client and the Company may change from time to time. In the event of any significant change in any applicable fees, the Client will be informed in advance in writing, unless such change occurs as a result of unforeseen market circumstances, of which the Company may notify the Client during or after the event. In the event that the Client does not agree with any changes, he has the right to terminate the Agreement in accordance with the provisions contained in this Agreement.

8.5.4 Swaps are charged from Monday to Thursday once for each working day, but on Fridays, triple swap is charged against weekends.

8.5.5 By opening an account, the Client unconditionally accepts all fees applicable to his account in accordance with the trading conditions described on the Company's website.

## **8.6 Rules for placing orders**

8.6.1 Opening, modifying or deleting orders is allowed only during active trading hours specified in the Contract Specification on the website of the Company. This is not allowed during off-hours.

8.6.2 In exceptional cases of irregular market conditions, trading in a particular instrument may be prohibited (in whole or in part, temporarily or permanently) until the conditions remain irregular or until further notice.

8.6.3 All pending orders are executed according to the GTC ("Good till Cancelled") model and do not have an expiration date, that is, they remain active until they are canceled by the Client. The Client, however, has the right to independently set the expiration date for the order.

8.6.4 In the event that one or more of the order parameters are invalid or missing, the order may be rejected by the trading platform.

8.6.5 Orders of all types should not be placed closer than the specified number of points from the current price. The minimum distance in points from the current price is subject to change with prior notice.

8.6.6 In the event that a request to open, close or change an order is made before the first quote appears in the trading platform, it will be rejected by the trading platform.

## **8.7 Margin requirements**

8.7.1 The Client shall provide and maintain margin to such extent as the Company may require from time to time in accordance with the Agreement. It is the sole responsibility of the Client to ensure that he understands how margin is calculated.

8.7.2 The Client pays Initial Margin and/or Hedged Margin at the time of opening a position.

8.7.3 The hedged margin is at least 50% of the margin requirement of the equivalent hedged position. The size of the hedged margin depends on the size of the position.

8.7.4 The Company has the right to change the margin requirements and send the Client a written notice 3 (three) business days prior to such changes.

8.7.5 The Company has the right to change margin requirements without prior written notice in the event of force majeure.

8.7.6 The Company has the right to apply new margin requirements, modified in accordance with the above paragraphs, to new positions and to already open positions.

## **9. DEPOSIT AND WITHDRAWAL**

9.1 To activate his account with the Company and make the first deposit, the Client must go through the KYC (“Know your customer”) procedure by providing the Company with copies or electronic scans of the passport or ID and of a document confirming the Client’s registration address. These documents must be uploaded in the relevant section of the Personal Area.

9.2 The Client may deposit funds into the Trading Account at any time. All payments to the Company are made in accordance with the payment instructions set out on the Company's website. Under no circumstances will third party payments or anonymous payments be accepted.

9.3 The Client is solely responsible for creating applications for replenishment of the account in his Personal Area and filling them out correctly and properly. Failure to comply with this requirement will result in a delay in the deposit.

9.4 The client can withdraw funds from the trading account at any time. If the Client requests the withdrawal of funds from the trading account, the Company pays the specified amount within 2 (two) business days after the acceptance of the application, subject to the following conditions:

- application for withdrawal of funds contains all the necessary information;
- the request is to transfer funds to the Client's personal details (under no circumstances are payments made to third-party accounts or anonymous accounts);
- the Client's free margin is greater than or equal to the amount specified in the withdrawal request, including all payment fees.

9.5 The Company shall debit the Client's trading account for all payment charges (if applicable).

9.6 For security and fraud prevention purposes, the Company specifies that the Client must use the same withdrawal methods as for depositing funds. If the Client deposits funds to his trading account with multiple payment methods, the Client must withdraw funds using the same payment methods.

9.7 Internal transfers, that is, transfers from one trading account to another within the Company between third parties, are prohibited.

9.8 If the Client has an obligation to pay the Company any amount that exceeds the trading account equity, the Client must immediately pay the excess amount upon the occurrence of the obligation.

9.9 All incoming payments are credited to the Client's trading account no later than within 2 (two) business days after the funds are received by the Company.

9.10 The currency of the Client's trading account is the US dollar. Funds transfers made in a currency other than the currency of the trading account will be automatically converted at the current internal rate of the Company.

9.11 The Company is entitled, but not obliged to cover the Client's commissions for depositing and withdrawing funds. Such fees may be charged to the Client in cases that the Company deems appropriate.

9.12 The Client's funds transferred to the Company's details to replenish his trading account are considered as "Client's Money". These funds are no longer considered "Client's Money" from the moment they are placed as margin for opening positions.

9.13 Unless otherwise specified, the Company will deposit the Client's money into one or more separate accounts opened with a regulated financial institution controlled or not controlled by the Company, but separate from the Company's money. This means that all client money is treated as belonging to the Clients and under no circumstances will the Company use it to fulfill any obligations of the Company.

9.14 The Company is not responsible for the solvency, actions or omissions of any institution in which Clients' money is stored, regardless of jurisdiction.

9.15 The Company will not pay interest on any Client money held in the Company's accounts, whether or not the Company receives interest on those deposits from the financial institution holding the funds.

9.16 Any transfers will become effective only after the Company's systems have made the appropriate deposits or withdrawals from the relevant account, and although the Company will make every reasonable effort to ensure the timeliness of any transfers, it cannot determine exactly how long this

process may take. The Company is not responsible for any delays or losses that may arise if the Client provided the Company with incorrect or incomplete information.

9.17 The Company is not responsible for any delay in transferring funds if the reason is beyond the control of the Company.

9.18 The Company reserves the right to request additional information or documentation to ensure that the relationship between the Client and the Company, including but not limited to deposits and withdrawals, is legal or for any other reason in accordance with the regulatory obligations of the Company. The Client understands and accepts that under such circumstances, there may be a delay in processing the application, and / or the application may be rejected.

9.19 In the event that the Company is not satisfied with the foregoing and rejects the Client's application, the Company reserves the right to return the funds to the sender less any commission that may be required for the transfer. Any refund will be sent to the same details from which these funds were received.

9.20 Applications for replenishment of a trading account or withdrawal of funds from a trading account must be made in the Personal Area. Any other way to send such applications is not allowed.

9.21 The Company will take all reasonable steps to ensure that the Client is informed of the progress of his application for depositing or withdrawing funds, in particular with regard to the processing time of the application. Further information on processing times can be found on the Company's website, however this information is provided for indicative purposes only. The Client understands and accepts that there may be cases when the Company cannot guarantee the execution of the application within the agreed period due to events beyond the control of the Company.

9.22 If the Client receives money from the Company by mistake, he undertakes to inform the Company about it and agrees to keep these funds until the Company receives instructions regarding these funds. In the event that the Client uses any funds sent to him by the Company by mistake, the Company will have the right to claim these funds along with any profit received from the use of these funds. The Company will not compensate the Client for losses incurred by the Client as a result of using funds received by the Client from the Company by mistake. The requirement for a full refund remains in effect.

9.23 The Company, its distributors and licensees, and employees and directors are not responsible for any loss or damage that Clients may suffer as a result of technical failures or other harmful activities directed at the site.

9.24 If the Client's account has been inactive for 12 months, the Company reserves the right to terminate this Agreement in accordance with clause 2. After the termination of the Agreement, if there is a positive balance on the Client's account and the Company cannot contact the Client, the funds will continue to remain on the inactive account and, subject to receiving a request from the Client, will be transferred to his details. For the purposes of this paragraph, an account is considered inactive if, within 12 months, the Client has not performed any operations in relation to the account.

## **10. CONFIDENTIALITY, DATA PROTECTION AND COOKIE FILES**

10.1 The Client agrees to comply with any data protection regulations or laws applicable in local jurisdiction. This includes any applicable laws and/or regulations regarding the use of cookie files. The Company will process the Client's personal data during and after the Client's relationship with the Company in accordance with local data protection regulations, as amended from time to time.

10.2 By entering into the Agreement, the Client agrees and acknowledges that the Company will process his personal data, including special categories of personal data that the Client provided to the Company when registering an account on the Company's website, as well as in the course of business relations between the Client and the Company.

10.3 The Company will process the Client's personal data in order to provide him with the Company's services, maintain the Company's internal systems, including the administration and customer management system, comply with the requirements of the law and/or regulations and/or any competent authority.

10.4 The Client has the right to request from the Company access to personal data, its correction or deletion, or restriction of processing relating to the Client's personal data, or to object to processing, as well as withdraw his consent (if applicable) at any time by notifying the Company in writing.

10.5 The Client acknowledges that the Company will keep his personal data and records of his relationship with the Company as long as his account is active and registered with the Company, he is provided with the services of the Company and/or in accordance with the requirements of applicable law.

10.6 The Company will disclose the Client's personal data to business partners, IT service providers, payment service providers, banks related to the Client for the purposes described in this Agreement.

10.7 If in the course of the business relationship between the Client and the Company there have been changes in the Client's personal data, he must ensure that these data are up-to-date and accurate.

10.8 We retain copies of all correspondence received from clients in order to record the information received.

## **11. SAFETY**

11.1 The Client is fully responsible for maintaining the confidentiality of his access data and undertakes to keep any access data confidential, not to disclose it to third parties and not to take any actions that could lead to unauthorized access to or use of the Personal Area and Trading Platform.

11.2 The Company is not responsible for any access to the Personal Area or Trading Platform of the Client by any person other than the Client, regardless of whether it is authorized by the Client or not.

11.3 The Client accepts and understands that the Company reserves the right, at its sole discretion, to terminate or restrict his access to the Personal Area or Trading Platform if it suspects that he has allowed such use.

11.4 The Client is fully responsible for maintaining the confidentiality of any information relating to the relationship between the Client and the Company. The Company is not responsible if any person gains unauthorized access to any information relating to the relationship between the Client and the Company, if this information belongs to the Client or is transmitted by electronic and any other means from the Client to the Company or from the Company to the Client.

11.5 When using the Trading Platform, the Client will not, whether by act or omission, do anything that violates or may violate the integrity of the platform or cause it to malfunction.

11.6 The Client is allowed to store, display, analyze, modify, reformat and print the information available through the Trading Platform. The Client is not allowed to publish, transmit or otherwise reproduce this information, in whole or in part, in any format to third parties without the consent of the Company. The Client has no right to change, obscure or remove any copyright, trademark or any other notices provided on the Trading Platform.

11.7 The Client must immediately notify the Company if he becomes aware that his access codes or any other information relating to his relationship with the Company has become known or used without his permission. The Client agrees that the Company cannot identify cases where an unauthorized person gains access to the software using the Client's credentials without his consent.

11.8 The Client agrees to cooperate with any investigation that the Company may conduct regarding any misuse or suspected misuse of his access data.

11.9 The Client agrees that he will be responsible for all orders sent from his account with the Company and any such orders received by the Company will be deemed to be received from the Client.

11.10 The Client acknowledges that the Company is not responsible for unauthorized obtaining by third parties of access to information, including logins, passwords, access to accounts in electronic currency, emails, email addresses, electronic means of communication and personal data, when the above information is transmitted using the Internet or other network means of communication, mail, telephone, during an oral or written conversation, or using any other means of communication.

11.11 The Client unconditionally warrants that the source of his funds used for trading with the Company is legal and that the funds have not been obtained from any illegal activity, fraud, money laundering or other illegal sources. Failure to comply with this rule will lead to the closure of the account and a report to the authorities in all cases without exception. Under no circumstances shall the Company be liable for any claims or complaints should such a case arise.

11.12 The Company will take all permissible, reasonable and legally permitted measures to exclude and identify fraudulent conspiracies and their direct participants; appropriate measures will be taken against these persons without fail. The Company is not responsible for losses and damages caused to Clients as a result of collusion and fraudulent activities. Any action by the Company in this regard remains at its discretion.

11.13 If the Client has not carried out any activity for a period of time determined by the Company, the Company reserves the right to conduct additional checks and/or request additional documentation from the Client before the Client can resume any activity with the Company.



## 12. COMMUNICATIONS

12.1 To contact the Client, the Company may use:

- email;
- internal mail of the trading platform;
- telephone;
- instant messaging services;
- online chat of the Company;
- push notifications.

12.2 The Company will use the contact information provided by the Client when opening a trading account and the Client agrees to accept any notices or communications from the Company at any time.

12.3 The Client is responsible for timely familiarization with all messages that the Company may send him from time to time through any approved means of communication.

Any information sent to the Client (documents, notifications, statements, etc.) is considered received:

- within one hour after sending the letter, if the information was sent by e-mail;
- immediately after sending, if it is sent by internal mail of the trading platform;
- after the end of a telephone conversation, if he was contacted by phone;
- within one hour after posting on the Company's News Page if it is posted on the Company's website.

12.4 Any message from the Client to the Company is considered to have taken effect from the date and time of receipt by the Company.

12.5 On the first day of each month, the Company will send the Client a statement that includes all transactions of the previous month. The statement shall be sent by email.

12.6 If the information was not transmitted to the Company by approved means, or if any instruction or information was misinterpreted, the Client is responsible for making the necessary corrections, and the Company is not liable for any losses, whether financial or incidental in connection with this situation.

12.7 The Company is not responsible for any losses resulting from the delay or non-reading of messages sent by the Company to the Client.

12.8 The Client understands that time is of the essence when trading leveraged products and is responsible for sending any messages in a timely manner.

12.9 Both before and after establishing a business relationship, the Client agrees that our official language is English. The provision of any information, including marketing materials, any translated version of the Agreement, and/or any other communication, in a language other than our official language is provided solely as a convenience. The primary version of such documentation is the English version, and in the event of a dispute, the English version shall prevail.

12.10 The Client also agrees that both before and after establishing a business relationship, the Company may provide the Client with information that will be partly in English and partly in a language of the Client's choice. Access to and use of the Company's website in a language other than English will be deemed to demonstrate a preference for the Client to receive information in a language other than English.

12.11 Any message sent to the Client is for him only. Thus, the Client is responsible for maintaining the confidentiality of any information that the Company sends to the Client.

12.12 The Company may contact the Client from time to time regarding any business, marketing, advertising matters. The Company will never contact the Client about investment opportunities or ask the Client to transfer funds to the trading account.

12.13 The Client is responsible for contacting the Company in a timely manner, if necessary, since the Company cannot be held liable for any losses resulting from a delay or non-receipt of a message from the Client to the Company.

### **13. DISPUTE RESOLUTION**

13.0.1 Dispute is:

- any dispute between the Client and the Company, when the Client has reason to believe that the Company has violated one or more of the terms of the Agreement as a result of any action or inaction;
- any dispute between the Client and the Company, if the Company has reason to believe that the Client has violated one or more of the terms of the Agreement as a result of any action or inaction.

13.0.2 In the event of any conflict situation, when the Client reasonably believes that the Company, as a result of any action or inaction, violates one or more terms of the Agreement, the Client has the right to file a complaint.

13.0.3 In order to file a complaint, the Client must email it to [info@onebidasset.com](mailto:info@onebidasset.com).

13.0.4 The complaint must contain:

- the name and surname of the Client or the name of the company if the Client is a legal entity;
- trading account number;
- the date of the conflict situation according to the time of the trading platform;
- order ticker;
- description of the disputed situation, supported by a reference to the Agreement.

13.0.5 The complaint should not contain emotional assessments of the conflict situation, offensive expressions.

13.0.6 The Company has the right to reject the complaint in cases where any of the above provisions is violated or more than 30 (thirty) calendar days have passed since the conflict situation arose.

13.0.7 The term for consideration of a claim is 5 (five) working days from the date of filing a claim. In rare cases, the period may be extended.

### **13.1 Server log file**

13.1.1 The server log file is the most reliable source of information in case of any dispute. The server log file takes absolute precedence over other arguments.

13.1.2 If the server's log file does not record the relevant information referenced by the Client, an argument based on that reference cannot be considered.

### **13.2 Indemnification**

13.2.1 The Company can resolve all disputes only by the following methods:

- crediting/withdrawing funds from the Client's trading account;
- re-opening of erroneously closed positions;
- deletion of erroneously opened positions or placed orders.

13.2.2 The Company reserves the right to choose the method of resolving the dispute at its own discretion.

13.2.3 Disputes not mentioned in the Agreement will be resolved in accordance with generally accepted market practice and at the sole discretion of the Company.

13.2.4 The Company is not liable to the Client if, for any reason, the Client has received less profit than he hoped, or suffered losses as a result of an unfinished action that the Client intended to complete. Thus, the Company will under no circumstances compensate for any lost profits.

13.2.5 The Company is not liable to the Client for any indirect or non-financial damage (emotional stress, etc.).

### **13.3 Rejection of complaint**

13.3.1 In the event that the Client has been notified in advance by the internal mail of the trading platform or in any other way about scheduled maintenance on the server, complaints filed in relation to any unfulfilled instructions or requests that were given during such a maintenance period will not be accepted. The fact that the Client has not received a notice is not grounds for filing a complaint.

13.3.2 Claims on terms of order execution are not accepted.

13.3.3 No complaints of the Client will be accepted in relation to the financial results of orders opened or closed using temporary excess free margin in the trading account, obtained as a result of a profitable position (subsequently canceled by the Company) or opened at an off-market quote or for any other reason.

13.3.4 In respect of all disputes, any references by the Client to quotations of other companies or information systems cannot be taken into account.

13.3.5 The Client acknowledges that he will not be able to manage the position during the consideration of a dispute regarding this position, and no complaints on this matter will be accepted.

#### **14. LEGISLATION AND JURISDICTION**

The current Agreement is governed by and construed in accordance with the laws of Saint Vincent and the Grenadines. All Clients submit to the exclusive jurisdiction of the courts of Saint Vincent and the Grenadines for the settlement of any disputes that may arise in connection with the formation, validity, interpretation, invalidity, performance or other legal relations and consequences arising in connection with this Agreement.

#### **15. FORCE MAJEURE**

15.1 Force majeure event, is an event beyond the control of the Company, which may occur from time to time, and which prevents the Company from performing any or all of its obligations. Although its occurrence is likely or may be imminent, the Company cannot be prepared for it or cannot prevent its occurrence.

15.2 Force majeure events may include, but are not limited to:

- any natural, technological, political, governmental, social, economic, natural disasters, pandemics, emergencies, acts of terrorism, wars, civil unrest, accidents, interruptions or failures of public services, lockouts;
- failure of a third party, destruction caused by man or any similar event which is beyond the reasonable control of the Company;
- cases of illegal actions, errors, failures in technological or other infrastructure (regardless of whether it belongs to the Company or a third party);
- changes in applicable laws, any action by an official authority or any other changes in the Company's legal or regulatory obligations as a result of unanticipated events;
- acts or omissions of any financial or other institution that the Company cannot predict and/or prevent;
- any event that prevents the orderly or normal operation of the software;
- abnormal market conditions, such as significant volatility or instability in markets or the industry generally, that prevent the Company from providing services in an orderly manner, including any instances where the Company is unable to obtain data and/or receives incorrect data from service providers;
- any other event and/or circumstance that cannot be reasonably foreseen.

15.3 The Company may, in its reasonable opinion, determine that a force majeure event exists, in which case the Company will take reasonable steps to inform the Client at the appropriate time.

15.4 In the event that the Company, in its reasonable opinion, determines that a force majeure event exists, without prejudice to any other rights under the Agreement, the Company may, without prior written notice and at any time, take any of the following steps:

- increase margin requirements;
- Increase spreads;
- close any or all open positions at prices available in the circumstances;
- suspend or limit the provision of the Company's services to the Client;
- suspend, change the application of any or all of the terms of the Agreement to the extent that force majeure circumstances make it impossible or inappropriate for the Company to comply with them;
- restrict access and/or prohibit use of the trading platform;
- make necessary amendments to open trades;
- provide access only for closing positions;
- reject or postpone the processing of any request to withdraw funds from the Client's trading account;
- remove or suspend the use of any products or change any contract specifications;
- other actions that the Company deems reasonably appropriate in the circumstances relating to the position of the Company and the Clients.

15.5 The Company will make all necessary efforts to resume the provision of services to the Client as soon as possible. Where this is not possible, the Company will inform the Client about the necessary actions to be taken to protect the interests of the Company and the Client.

15.6 If the Company cannot fulfill any of its obligations under the Agreement to the Client due to force majeure, the Company does not violate the Agreement.

## 16. TERMS AND DEFINITIONS

**Access Data** means all logins and access passwords related to the Client's trading account, Personal Area or any other data providing access to any other services of the Company.

**Account history** - a full list of all completed transactions and non-trading operations conducted on a trading account.

**Active account** is the Client trading account after the account has been approved.

**Advisor** is a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client to a trading opportunity, and can also automatically trade on his account, performing all types of trading operations, from creating orders to automatically setting stop loss, take profit and trailing stop levels.

**Arbitrage** - a trading strategy that uses arbitrage transactions.

**Arbitrage transaction** - an operation, when an asset is bought in one market, and at the same moment a matching asset is sold in another market. This price difference is fixed on various exchange markets. It is easily observed, that the value of the portfolio remains almost unchanged regardless of the market

movements (as the opposite trades offset each other). When the price difference changes to a positive side, the opposite arbitrage transaction of fixing profit is conducted. An arbitrage transaction is also a transaction that includes only the asset purchasing (selling) on one type of the market without further selling (purchasing) on a different market, with the condition of a considerable price gap between the quotes of these two related markets that appears at the moment of opening or closing the trade.

**Ask** is the highest price in the quotation at which the Client can make a purchase.

**Balance** - aggregate financial result of all completed transactions and non-trading operations of a trading account.

**Base currency** is the first currency quoted in a currency pair, which the Client can buy or sell at the price of the quote (counter) currency.

**Bid** - the lowest price in the quotation of the currency pair, at which the Client can sell.

**Bonus funds** - funds received by the Client as part of bonus programs and contests, held by the Company.

**Business day** means a business day of any week, from Monday to Friday, excluding official or unofficial holidays declared by the Company.

**Client** is a legal body or physical party that has accepted the present Agreement with the Company in order to conduct trading operations under the terms of margin trading.

**Client Terminal** is a MetaTrader 5 software product that allows the Client to receive real-time information about transactions in financial markets, conduct technical analysis of markets, make transactions, place, modify, cancel orders and receive messages from the Company. It is freely available on the Company's website.

**Closed position** - a deal with a fixed result, which is no longer affected by market fluctuations. Closed position consists of two opposite trading operations of equal size: buying followed by selling or selling followed by buying.

**Company's news page** is a section of the Company's website in which news is published.

**Company website** - the official website of the Company, available at the following address: [www.onebidasset.com](http://www.onebidasset.com)

**Contract for difference (CFD)** - a derivative contract that allows to trade on the movement of the base asset rate (i.e., the asset being the subject of the CFD) instead of buying the base asset itself.

**Contract specification** - the main trading conditions (such as spread, lot size, minimal trade volume, leverage, etc.) for each instrument. As of the date of wording the present Agreement, the information is available at Company website.

**Currency pair** is the ratio of the prices of two currencies. In a currency pair value of one currency is quoted against the other. The first currency in a currency pair is called the base currency, and the second is called the quote currency.

**Demo Account** is a trading account that allows the Client to carry out trading activities with simulated funds that do not generate any profit or cost on the Client's side.

**Developer** - MetaQuotes Software Corp., the developer of the trading platform.

**Disputable issue** is:

- a situation where the Client assumes that the Company has violated one or more conditions of the present Agreement as a result of its activity or inactivity;
- a situation when the Company assumes that the Client has violated one or more conditions of the present Agreement as a result of his activity or inactivity.

**Enquiry** - the Client instruction sent to the Company to obtain a currency quote. An enquiry does not imply the Client's obligation to open a trade.

**Equity** is the current trading account balance, calculated according to the formula:

Equity = balance + floating profit - floating loss.

**Fast market** is a condition of the market which is characterized by sudden currency rate changes during a short period of time and often followed by price gaps. Usually it occurs right before and/or after one or a series of events:

- publication of economic indicators of the G7 members (USA, Germany, Japan, France, the UK, Canada, Italy), has a high degree of influence on the financial markets;
- key interest rates' announcements made by central banks;
- interventions of governments in currency markets;
- terrorist acts of a national (governmental) importance;
- natural disasters that cause announcements of the state emergency (or of the analogical restrictive measures) within the affected territories;
- outbreak of war or military actions;
- political events such as resignations, appointments or inaugurations (including election results) of executive branch of governments;
- other conditions that influence the dynamics of the currency rate.

**Floating profit/loss** - unfixed profit/loss of all open trades at the current exchange rates at present moment.

**Force majeure circumstances** - occurrences which could not have been foreseen or prevented. Such as:

- natural disasters;
- wars;
- acts of terror;
- government actions, actions of executive and legislative government authority;
- hacker attacks and other unlawful acts toward servers.

**Free Margin** is the funds on the Client's account that may be used to open a position. Free Margin is calculated in the following way:  $\text{Free Margin} = \text{Equity} - \text{Required Margin}$ .

**Graph (chart)** is a flow of quotes illustrated graphically.

**Hedge** - long and short positions of the same volume that were opened for the same instrument on the same account.

**Hedged margin** is a cover sum, required by the Company in order to open and maintain hedged positions.

**Indicative quote** is a price or a quote at which the Company has the right not to accept or execute any Orders or perform any modifications to the orders.

**Initial margin** - the required amount by the Company for opening a trade.

**Instrument** - a currency pair or CFD (contract for difference).

**Leverage** is the ratio of borrowed funds to equity. Leverage 1:100 means that in order to open a trade it is necessary to have a trading account with the deposit sum, which is 100 times less than the sum of the trade to be opened.

**Live trading account** is a trading account that allows the client to carry out trading activities using his own funds.

**Long position** is a buy order, that is, buying the base currency against the quote currency.

**Lot** is a trading volume of an instrument.

**Lot size** - the quantity of assets, commodities, base currency per one lot, defined in Contract specifications.

**Margin** is the amount of funds required to maintain open positions as defined in the Contract Specifications for each instrument.

**Margin level** is the ratio of equity to necessary margin. It is calculated in the following way:  
 $\text{Margin Level} = (\text{equity}/\text{necessary margin}) * 100\%$ .

**Margin call** - a state of the trading account when the Company has a right, but is not obliged to close all open trades of the Client because of insufficient funds (free margin).

**Margin trading** is trading with leverage, when the Client can make transactions with much less funds in the trading account compared to the size of the transaction.

**Market open** - start of trading sessions after weekend, holidays or after a time interval between trading sessions.

**Non-trading operation** - is an operation to deposit or withdraw funds from a trader's trading account, i.e., operation without opening deals on the market.



**Normal market conditions** - the condition of the market when:

- there are no significant stops in delivery of quotes to a trading platform;
- there is no rushing price dynamics;
- there are no considerable price gaps.

**Open position** is a long position or a short position that has not yet been closed.

**Opening gap** is a situation when one of the following statements is true:

- Bid of the market open is higher than Ask at market close;
- Ask at market open is lower than Bid at market close.

**Order** is an instruction from the Client to the Company to open or close a position when the price reaches the order level.

**Order Level** — the price specified in the Order.

**Pending order** - a Client's request to open a deal when the price reaches the order level.

**Personal Area** is a personal profile created by the Company for the Client within the Company's services. The Personal Area is for the Client's private use only and allows the Client to manage his or her personal information and Trading Account settings.

**Price gap** - either of the following situations:

- the present Bid is higher than the prior Ask;
- the present Ask is lower than the prior Bid.

**Quotation** – information about the current price of a particular instrument in the form of Bid and Ask prices.

**Quote currency** - the second currency in a currency pair, which can be bought or sold by the Client for the base currency.

**Quoting** is the process of providing the streaming real-time currency quotes to the Client in order to conduct a trade.

**Rate** –

- for currency pair: base currency unit price expressed in terms of quote currency;
- for CFD: base asset unit price expressed in terms of quote currency.

**Segregated account** is a bank account in which Clients' funds are held separately from Company funds, as required by the rules.

**Server** is software product of MetaTrader Server 5 which processes the Clients' orders and requests, provides information about financial market trades in real-time mode (quantity defined by the Company), taking into account mutual obligations between the Client and the Company, and adherence to the conditions and restrictions.

**Server log file** - a file created by the Client Terminal, which records all enquires and orders sent from Client to the Company with a 1-second accuracy.

**Short position** is a sell position, that is, selling the base currency against the quote currency.

**Spike** - the price quote that meets the following conditions:

- there is a considerable price gap;
- a short-term price returns to the initial level creating a price gap;
- no rushing price dynamics prior to this price quote;
- no macroeconomic events and/or corporate news noticeably influencing on the instrument price at the moment of this quote break out.

The Company has the right to remove information that concerns non-market quote (Spike) from the quotes data base of the server.

**Spread** is the difference between the Ask and Bid prices.

**Streaming real-time quotes** - a chain of quotes for every instrument imported to and seen in a trading platform, the mechanism of providing quotes to the Client by the Company, visible in the real-time mode, using which the Client is able to send an order to the Company to conduct a trade at every moment.

**Stop out** - forced order to close a position generated by the server.

**Swap** - a payment taken for carrying an open position overnight. It can be either positive or negative.

**Ticker** - a unique identification number assigned to position or pending order in a trading platform.

**Trading Account** - the Client's personal account with the Company, on which the Client can open positions, make transactions, deposit and withdraw funds, etc.

**Trading account currency** - the currency in which the trading account is denominated. All settlements and operations on the account are made in this currency.

**Trading operation/trade** is purchasing/selling the instrument carried out by the Client.

**Trading operation size** - the quantity of lots multiplied by the lot size.

**Trading platform** is the entire software and hardware environment of the Company that provides real-time quotes and allows you to place, modify, delete or execute orders. The trading platform also calculates all mutual obligations between the Client and the Company.

**Trading platform time** - the time zone in which the events registered in the server log file occur. Time in the MetaTrader 5 trading platform is Eastern European (EET).

**Trailing stop order** is a type of stop loss order that automatically follows the current market price, constantly being at a distance from the current price that is set by the trader.

**Thin market** - a state of the market, when there are less quotes than normally imported in the trading platform for a considerable period of time. As a rule, this type of the market condition occurs during Christmas holidays, national holidays in G8 countries and between 00:00 AM - 04:00 AM EET, etc.